

***HERCULES CARES***  
***Adult Waiver & Release for Minor***

Volunteer name: \_\_\_\_\_

If under 18 years old: Name of Parent/Legal Guardian for Minor: \_\_\_\_\_

**CONSENT NEEDED IF UNDER 18 YEARS OLD:**

I hereby consent to allowing my child to become a volunteer for Hercules Cares. I have read the training manual, policies, and visited the Hercules Cares website and understand that my child and I, as the Custodial Parent or Legal Guardian, hereby ASSUME ALL RISKS, known and unknown associated with this volunteer work.

By signing this document, I acknowledge that if anyone is hurt or property is damaged or stolen or lost during participation of this activity, I may be found by a court of law to have waived my right or the minor's participant's right to maintain a lawsuit or make a claim against Hercules Cares and its affiliated clubs, founders, its members, its staff, volunteers, sponsors, or partners.

In consideration of being permitted by HERCULES CARES to participate in the above activity, the undersigned hereby waives, releases and discharges any and all claims for damages for personal injury, death or property damage that the above-named participant (minor) may hereafter accrue as a result of the above-named activity. This release is intended to discharge in advance the above organization (comprised of its founders, director, staff, members, volunteers, & associates) from any and all liability arising out of or connected in any way with the participant's involvement in said activity.

On behalf of myself, participant minor, my children, my parents, my heirs, assigns, personal representative and estate, I hereby agree to release and discharge HERCULES CARES, its founders, staff, members, volunteers, sponsors, affiliates, and associates.

This release is intended to discharge any and all liability arising out of or connected in any way with minor's participation in said activity, to the maximum extent allowed by law.

I acknowledge that minor's participation in the above activity may entail significant risks, both known and unknown, which could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Such risks include, among others, negligence by other participants, bystanders, or third parties.

I expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by negligent acts or omissions of HERCULES CARES. Minor's participation in this activity is purely voluntary, and I hereby authorize minor to participate in spite of the risks.

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I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of California, without regard to conflict of law rules.

I hereby give my consent to my son or daughter, (or child for which I am guardian) to participate in the above activity, and hereby execute the above agreement waiver and release on his/her behalf.

Should HERCULES CARES or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**I agree that this agreement is being made on behalf of minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child's (minor) participation in this activity, I may be found by a court of law to have waived his/her right to maintain a lawsuit against HERCULES CARES and any staff, founders, affiliates, members, or volunteers on the basis of any claim from which I have released them herein.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
**Signature of parent or guardian**

\_\_\_\_\_  
**print name**

\_\_\_\_\_  
**date**

Please print this form out and send a photo to [DiAngelo.hercules@gmail.com](mailto:DiAngelo.hercules@gmail.com). You can instead submit a digitally completed form as PDF, doc(x), jpeg, PNG, or similar file type.