RONALD MCDONALD HOUSE CHARITIES® OF SOUTHERN CALIFORNIA
VOLUNTEER SERVICES AGREEMENT & ELECTION OF PARTICIPANT ACCIDENT INSURANCE COVERAGE

Name of Volunteer: __________________________________________________

Program Location: □ LARMH □ LLRMH  □ PRMH. □ OCRMH □ CENTRAL

□ REGULAR □ SPECIAL EVENT □ OTHER

ELECTION OF REMEDY

As a condition of my volunteer service with the Ronald McDonald House Charities® of Southern California (“RMHCSC”) and in consideration for my use of RMHCSC facilities and equipment, I, the above named volunteer, hereby understand and agree that in the event I am injured during my RMHCSC volunteer service, or subsequent thereto as a result of such service, that I am hereby electing to be covered under RMHCSC Participant Accident Insurance Program (“Program”) as a volunteer for RMHCSC. This election of remedy shall be binding on myself, my heirs, administrators, executor and assigns. I understand that coverage under RMHCSC Participant Accident Insurance Program is secondary to my own personal medical or accident insurance, if any, and in the event I do not have such insurance coverage, RMHCSC Program shall provide primary coverage up to the limit of the policy of $50,000 for covered medical expenses. A copy of the plan is available for my review in the RMHCSC Central Office located at 765 S. Pasadena Ave., Pasadena, CA 91105

WAIVER, RELEASE & INDEMNITY

In consideration of my use of RMHCSC facilities and equipment and of my coverage under RMHCSC Accident Insurance Program, I, the above named Volunteer, hereby for myself, my heirs, executors, administrators, and assigns voluntarily release, forever discharge, waive, and relinquish any and all actions, claims, or causes of action for bodily injury, personal injury, property damage, or wrongful death occurring or arising out of the course and scope of my volunteer service against RMHCSC, its officers, agents, volunteers, and/or employees (herein after referred to collectively as “RMHCSC”), whether the same shall arise by contract, the negligence of any of said persons, or otherwise. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELIEVE RMHCSC FROM ANY AND ALL LIABILITY TO ME, MY HEIRS, ADMINISTRATORS, EXECUTORS AND ASSIGNS FOR BODILY INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.

I, the above named Volunteer, for myself, my heirs, administrators, executors, and assigns do hereby agree, in the event any claim for bodily injury, property damage, or wrongful death arising out of my volunteer services shall be prosecuted against RMHCSC to defend, indemnify, and hold harmless RMHCSC from and against any and all such claims or causes of action by whomever or wherever made or presented, except for such claims as may arise from or be caused by the willful misconduct of RMHCSC.

I hereby expressly waive all rights under Section 1542 of the Civil Code of California which states that a “general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor.”

AUTHORIZATION TO TREAT

In case of medical and/or surgical emergency, I authorize RMHCSC to arrange for any x-rays, anesthetic, medical, dental, surgical diagnosis, treatment, and hospital care which is deemed advisable by and is to be rendered under, the supervision of any physician, dentist or surgeon licensed under the provisions of the California Medical Practice Act/or the California Dental Practice Act. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California. I, the above named volunteer, have read and understand the above “election of remedy,” the “waiver, release and indemnity,” and the waiver of Civil Code Section 1542 rights, and agree to all of them.

I hereby expressly waive all rights under Section 1542 of the Civil Code of California which states that a “general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his/her settlement with the debtor.”

PARTICIPANT SIGNATURE ______________________________________ AGE (Minors Only) ______ DATE ______
FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold Ronald McDonald House Charities® of Southern California and any of its programs harmless from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, to the fullest extent permitted by law.

Parent/Legal Guardian Signature __________________________________________ Date __________________________

Emergency Contact Name _____________________________________________ Emergency Contact Number __________________________

Photo Release – Please complete and sign the photo release below

Ronald McDonald House Charities ® (RMHC®)

Grant, Assignment, Release and Waiver

I hereby grant to Ronald McDonald House Charities, its affiliates, subsidiaries, franchises, advertising and promotional agencies, and their agents and representatives, any of its Chapter organizations (defined as an entity having the right to Ronald McDonald House Charities, Ronald McDonald House, Ronald McDonald Family Room, and/or Ronald McDonald Care Mobile, or other trademarks for charitable purposes) (collectively, “RMHC”) and McDonald’s Corporation, its affiliates, subsidiaries, franchises, advertising and promotional agencies, and their agents and representatives (collectively, “McDonald’s”), the irrevocable, unrestricted worldwide right to use, publish, display, broadcast, edit, modify and distribute materials bearing my name, voice, image, likeness and/or any other identifiable representation of myself (collectively, “My Likeness”). These materials may appear in any form, style, color or medium whatsoever now known or later developed (including, without limitation, photographs, videotapes, films, sound recordings, software, drawings, prints, broadcast, internet and electronic media.) McDonald’s use of My Likeness will be limited to use involving raising awareness of or for support of RMHC.

I agree that all materials containing My Likeness (including, without limitation, all negatives, plates and masters of any photographs, files, prints or tapes) shall be and remain the sole and exclusive property of RMHC and/or McDonald’s, and I hereby assign any right I may have acquired in or to such material to RMHC and/or McDonald’s. I hereby release and forever discharge RMHC and/or McDonald’s from any and all claims, liabilities and damages relating to the use of My Likeness. I hereby waive any right I may have to inspect or approve the finished materials or any part or element thereof that incorporates My Likeness.

I have agreed to the above in consideration of the opportunity given to me by RMHC and/or McDonald’s to appear in these materials. I acknowledge that I have fully read and understand this document and that I have had any questions regarding its effect or the meaning of its terms answered to my satisfaction. I certify that I am at least 18 years of age, unless this document is also signed by my parent or legal guardian.

Name (please print) __________________________________________ Signature __________________________________________ Date Signed __________________________

Address __________________________________________ City, State, Country, Zip/Postal Code __________________________

I represent that I am a parent or legal guardian of the person identified above, who is a minor. I understand the above and consent to the use of his/her Likeness as set forth above.

Signature of Parent or Guardian __________________________________________ Name of Parent or Guardian (please print) __________________________________________ Minor’s Date of Birth __________________________

SIGN BELOW ONLY IF YOU ARE DECLINING TO SIGN THE ABOVE PHOTO RELEASE

I decline to sign the Photo Release. I do not wish to appear in any of the above materials. However, I do give the Pasadena Ronald McDonald House permission to take our pictures for the I.D. badges and Guest Sheet only.

Name (please print) __________________________________________ Signature __________________________________________ Date Signed __________________________