



Volunteer Agreement and Release

2019 APT Conference

Volunteer Agreement and Release

In exchange for the opportunity to volunteer at the 2019 International Association for Play Therapy (APT) Conference, the undersigned (the "Volunteer") agrees to the following terms, conditions, and release:

1. The volunteer assignment term is for the length of the 2019 APT Conference. The Volunteer's expected schedule is for the dates and times assigned by the Conference Administrator in the acceptance of the Volunteer's application, the application and the acceptance are both incorporated herein by reference.

Either APT or the Volunteer, however, may terminate this agreement at any time for any reason upon immediate notice, oral or written, to the other party. In the event the Volunteer terminates this agreement prior to or during the 2019 APT Conference, the Volunteer understands and agrees that he/she will be responsible for paying to APT workshop fees for workshops attended during any service dates during which Volunteer did not provide services for APT.

2. The Volunteer will perform services under the direction and control of the following APT staff: Diane Leon or her designee. The Volunteer agrees to perform any and all of the following services as assigned: on-site registration and APT store booths, workshops, annual meeting sessions, and other conference-related activities where administrative assistance is deemed necessary by the Conference Coordinator (the "volunteer services").

The Volunteer agrees to follow the directions of the staff and to abide by APT policies and procedures while carrying out these volunteer services. The Volunteer agrees to advise APT of any physical restrictions that prevent him/her from safely performing the volunteer services assigned and to refrain from performing any volunteer service that he/she is unable to perform safely.

3. The Volunteer is not an employee of APT and is not entitled to receive salary, benefits or other compensation, except for reduction of the workshop fees as set forth herein. *The Volunteer understands that s/he does not qualify for workers' compensation benefits and is expected to carry personal medical insurance to cover medical expenses for any injuries that s/he incurs while performing volunteer services.*
4. The Volunteer agrees to each of the following terms and conditions:
 - Pay the \$100 Volunteer Registration Fee by July 30.
 - Be responsible for own transportation, meals, lodging, and other related expenses.
 - Attend the 1-hour mandatory volunteer training meeting.
 - Wear and display the blue or yellow APT volunteer vests at all times when on duty.

General Waiver and Release

5. Assumption of Risk: The Volunteer is aware that, in performing the volunteer services, s/he may be exposed to personal injury as the result of his/her activities, the activities of other volunteers, and/or the conditions under which the volunteer services are performed. The Volunteer acknowledges that, as a Volunteer, s/he may be required to stand for extended periods of time, lift and carry up to 40 pounds, and will require the exercise of reasonable care to avoid injury. The Volunteer is voluntarily participating in this activity and performing the volunteer services with knowledge of the hazards and potential dangers involved, and agrees to accept any and all risks of personal injury and property damage. The Volunteer understands that his/her own health and safety is his/her own personal responsibility, and that the Volunteer is free at any time to refuse, and should refuse, to perform any service that s/he feel poses a hazard to himself/herself or anyone else.

6. Release of Liability: In consideration for APT allowing the Volunteer to perform the volunteer services and for reducing the Volunteer's workshop fees during his/her assigned service dates, the Volunteer, on behalf of himself/herself and his/her successors, assignees, heirs, insurers, agents, and legal representatives, hereby agrees that s/he will not make a claim or sue APT or its officers, directors, employees, agents, and representatives for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused by any of its officers, directors, employees, agents, or representatives and arising out of the volunteer relationship. Further, the Volunteer, on behalf of himself/herself and his/her successors, assignees, heirs, insurers, agents, and legal representatives, hereby releases and discharges APT and its officers, directors, employees, agents, and representatives from any and all actions, claims, and demands, and responsibility or liability for personal injury, including death, and damage to or loss of property, that Volunteer may incur due to the negligence of APT, its officers, employees, agents, and representatives or others due to accidental occurrences while volunteering for APT at said conference or otherwise engaging in activities described herein.
7. Waiver of California Civil Code Section 1542: The Volunteer specifically and expressly waives all rights under Section 1542 of the California Civil Code, to assert a claim that may now exist or that may arise in the future based on facts that may be unknown to him/her now. Section 1542 of the California Civil Code states "a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." By waiving this provision, s/he expressly has, fully, finally, and forever settled and released any and all claims arising from his/her performance of the volunteer services.
8. Governing Law. This agreement is entered into in California, and shall be interpreted, enforced, and governed by California law as applied to transactions occurring entirely within California between California residents.
9. Entire Agreement: This agreement, the application and acceptance constitute the entire agreement with respect to the subject matter hereof, and no agreement, oral or written, exists outside of this agreement.
10. Attestation: The volunteer represents and warrants that s/he is over the age of 18, has carefully read this agreement and fully understands its contents. The volunteer is aware that this is an assumption of risk and release of liability and signs it of his/her own free will.