

JFHC CARPENTRY SKILLS TRAINING PROGRAM PARTICIPATION FORM
EXPRESS ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT

This PARTICIPATION FORM AND EXPRESS ASSUMPTION OF RISK AND LIABILITY RELEASE AGREEMENT (the "Release") is executed by _____ (the "Trainee") on the date below in favor of _____, a California nonprofit corporation ("JFHC"), and its directors, officers, employees, and agents, and each of their successors and assigns (collectively, the "Released Parties").

The Trainee desires to receive carpentry skills and other construction training from JFHC as a volunteer (the "JFHC Training Program"). The Trainee understands that the JFHC Training Program may include constructing and rehabilitating residential buildings.

Trainee will follow the safety rules for the JFHC Training Program. Hardhats and safety glasses with side shields will be issued to Trainee and must be worn at all times when working with tools or while in work areas. Goggles and Face Shields must be worn when required for a specific task. Sturdy work shoes will be issued to Trainee and must be worn at all times. Trainee will wear proper attire at all times, including a shirt with long sleeves, long work pants, and work shoes.

Trainee will receive classroom training in safe work practices, minor first aid, fire fighting, emergency response, care, use, and maintenance of hand and power tools, and tool safety instruction. Trainee will be monitored by JFHC while in the classroom and in work areas. Firearms, drugs, alcohol, weapons, and improper activities, such as cursing, horseplay, harassment, or sexual harassment are prohibited at all times.

JFHC is committed to the safe operation of the JFHC Training Program, and shall take all reasonable precautions to protect Trainee. Many accidents and injuries are preventable, and Trainee is expected to do what he or she can to eliminate accidents and injuries. Trainee is responsible for his or her own safety and the safety of others.

- 1. Assumption of the Risk.** Trainee is aware that the JFHC Training Program may include activities that may be hazardous to the Trainee, including, but not limited to, construction, loading and unloading, and transportation to and from the training sites. Trainee recognizes and understands that the JFHC Training Program may involve inherently dangerous activities, and that Trainee may face risks, including but not limited to, the risk of malfunction or misuse of tools or equipment, being injured by other Trainees, and the effects of weather or terrain.

TRAINEE FULLY REALIZES THE POTENTIAL RISKS OF PARTICIPATING IN THE
JFHC TRAINING PROGRAM AND, WITH KNOWLEDGE OF THE DANGER INVOLVED,
VOLUNTARILY PARTICIPATES AND ASSUMES ALL THE RISKS OF INJURY,
ILLNESS, OR DEATH ASSOCIATED WITH SUCH PARTICIPATION.

- 2. Waiver and Release.** As consideration for being permitted by JFHC to participate in the JFHC Training Program, Trainee does hereby and forever waive, release, and discharge the Released Parties from any and all liability, claims, and demands of every kind or nature, including those for personal or bodily injury, illness, death, or property loss or damage, which arise or may hereafter

arise from Trainee's participation in the JFHC Training Program, and including the provision of any first aid, treatment, or service rendered to Trainee.

TRAINEE UNDERSTANDS THAT THIS RELEASE DISCHARGES AND RELEASES THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIM THAT THE TRAINEE MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF, OR CONNECTED IN ANY WAY WITH, TRAINEE'S PARTICIPATION IN THE JFHC TRAINING PROGRAM, WHETHER OR NOT THAT LIABILITY ARISES, IN WHOLE OR IN PART, FROM ACTIONS OR OMISSIONS, INCLUDING THE NEGLIGENT ACTIONS OR OMISSIONS, OF THE RELEASED PARTIES. THIS WAIVER, RELEASE, AND DISCHARGE SHALL BE BINDING ON TRAINEE AND TRAINEE'S HEIRS, EXECUTORS, ADMINISTRATORS, AND ASSIGNS.

- 3. No Financial Assistance.** Trainee understands that JFHC does not assume any responsibility or obligation to provide financial assistance to Trainee in the event of Trainee's injury, illness, or death, including but not limited to medical, dental, or other health insurance, disability insurance, or workers compensation, or to provide financial assistance to Trainee upon termination of Trainee's participation in the JFHC Training Program, whether through unemployment compensation or otherwise.

Trainee understands that, except as otherwise agreed by JFHC in writing, JFHC does not carry or maintain medical, dental, or other health insurance, disability insurance, workers compensation, or unemployment compensation coverage for Trainee. **Trainee is encouraged to obtain his or her own medical, dental, or other health insurance or disability insurance coverage.**

- 4. Photographic Release.** Trainee does hereby grant and convey to JFHC all right, title, and interest in any and all photographic images and video or audio recordings made by JFHC during the JFHC Training Program, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 5. Other Provisions.** Trainee expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California. This Release shall be governed by and interpreted in accordance with the laws of the State of California. In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

By signing this Release, Trainee hereby agrees as follows:

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN JFHC AND MYSELF. I SIGN THIS RELEASE FREELY, VOLUNTARILY, AND WITHOUT DURESS.

Signature of Trainee

Date