



REALTOR/AFFILIATE VOLUNTEER SIGN-UP SHEET

What: **RSVP - Realtor Service Volunteer Program**

RSVP is a community outreach project of the local Realtor and Affiliate organizations offered annually in Santa Clara and San Mateo Counties. RSVP promotes home safety for homeowners and renters who are advanced in years, disabled or otherwise challenged.

Small teams of volunteers working approximately two hours at each residence will perform necessary health and safety tasks with cost free, hands-on support.

When: The week of **May 7th - 12th, 2007**

Previewing week: **April 23rd - 28th, 2007**

Where: The districts served are: Cupertino/Sunnyvale/Santa Clara, Palo Alto, Menlo Park/Atherton, Los Gatos/Saratoga, and Los Altos/Mountain View

◇ **Unskilled** – Change light bulbs, wash a few windows, plant flowers in two or three pots, flip a mattress, replace smoke detector batteries, etc.

◇ **Skilled** (Check all that apply):

- ☐ General home repair
- ☐ Plumbing
- ☐ Strap water heaters
- ☐ Gutters

◇ **Cannot volunteer**, would like to donate to RSVP the amount of: \$ _____ Charge my Visa/MasterCard (only) _____ Expiration date: _____

Signature _____

Please make checks payable to: **Silicon Valley Realtors Charitable Foundation**

What other tasks would you tackle or what special skills/talent/tools can you provide?(e.g. Truck for hauling) _____

Your Name: _____ Phone: _____

E-mail Address _____ Cell Phone: _____

District/City you will volunteer in: _____

Would you like to be an **RSVP Worker-Bee** during the week of May 7th-12th?

Circle: YES NO

Would you like to be an **RSVP Team Captain (Pre-viewer)** during the week of April 23rd-28th?

Circle: YES NO

All volunteer are required to wear a T-shirt. Please give your size(s): S M L XL XXL



VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY

This Agreement is entered into on _____ between _____ (hereinafter referred to as "Volunteer") and SILICON VALLEY ASSOCIATION OF REALTORS (hereinafter referred to as "SILVAR").

The Volunteer agrees to participate in the SILVAR REALTOR SERVICE VOLUNTEER PROGRAM (hereinafter referred to as "RSVP") operated by SILVAR and SILVAR agrees to allow the Volunteer to participate in the RSVP as follows:

1. Voluntary Participation.

The Volunteer acknowledges that he/she has voluntarily applied to participate as a Volunteer in the RSVP, a project in which participating homeowners; typically those who are advanced in years, disabled, or otherwise challenged, will have their homes repaired by the Volunteers. The Volunteer understands that as a Volunteer, he/she will not be paid for any services or repairs performed by the Volunteer, or be entitled to any compensation of any kind, and that the Volunteer will not be covered by or be eligible for any insurance coverage, if any, provided by SILVAR and/or RSVP, other project Volunteers or sponsors, or project homeowners, including, but not limited to, medical, property, and liability insurance and worker's compensation benefits. The Volunteer further agrees that his/her participation in the RSVP may be terminated at any time by SILVAR and/or RSVP or by the Volunteer, for any reason. The Volunteer further agrees that his/her participation in the RSVP or the project does not in any way constitute an employment relationship between the Volunteer and SILVAR and/or RSVP.

2. Assumption of Risk.

The Volunteer is aware that his/her participation in the RSVP may expose the Volunteer to personal injury or other damage to the Volunteer or his/her property caused by either the Volunteer's activities, the activities of other Volunteers, or simply the conditions under which the Volunteer's services are performed and that with knowledge of these risks, the Volunteer agrees to accept any and all risk of personal injury, or other damage to the Volunteer or his/her property and further disclaims and absolves SILVAR and/or RSVP for any responsibility or liability for such damage.

3. Release and Indemnity.

In consideration of the ability to participate as a Volunteer in the RSVP or the project, the Volunteer, on his/her own behalf, and on behalf of his/her respective heirs, family members, executors, and assigns, and agents or representatives of any kind, hereby fully and forever releases SILVAR and/or RSVP or any of its affiliates, organizations, their officers, directors, employees, agents, legal representatives, suppliers of any material or equipment used during the project, any project Volunteers or sponsors, or any participating homeowners and any predecessors, successor corporations and assigns, from, and agree not to sue concerning, any claims, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that the Volunteer may possess arising from any omissions, acts, injuries, or damage of any kind arising from the Volunteer's acts or omissions in the RSVP or the project or any acts or omissions of any persons or entity including SILVAR, however caused, arising from the Volunteer's participation in the RSVP.

The Volunteer further consents to the unrestricted use by SILVAR and/or RSVP and/or any person authorized by them of any photographs, recordings, interview, videotapes, motion pictures, or similar visual or auditory recording of the Volunteer created in connection with the RSVP.

The Volunteer also agrees to defend, indemnify and hold SILVAR harmless for any willful or intentional wrongdoing or grossly negligent misconduct which results in damage or injury to participating homeowners or SILVAR, including other SILVAR volunteers. The Volunteer further acknowledges and agrees that it cannot and will not record any mechanics liens or liens of any kind for payment for services or materials rendered against any participating homeowner's property and agrees to defend, indemnify and hold harmless SILVAR for any claims made against it arising from the recordation of such liens. If, after the Volunteer performs volunteer services for a participating homeowner under the RSVP, the participating homeowner desires to enter into a contract with the volunteer to perform additional services for the participating homeowner in exchange for compensation to the volunteer, the Volunteer agrees and acknowledges that it will enter into a completely separate written contract with the participating homeowner and further agrees and acknowledges that SILVAR will not be liable or responsible for any such additional work performed by the Volunteer pursuant to his/her direct contract with the participating homeowner and will defend, hold harmless, and indemnify SILVAR for any such claims arising from such additional work performed by the Volunteer.

4. Knowing and Voluntary Execution.

This Agreement is executed voluntarily and without any duress or undue influence on the part or on behalf of the parties hereto with the full intent of releasing all claims. The parties acknowledge: (a) they have read this Agreement; (b) they have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice, or that they have voluntarily declined to seek such counsel; (c) they understand the terms and consequences of this Agreement and of the releases it contains; and, (d) they are fully aware of the legal and binding effect of this Agreement.

The Volunteer further agrees and certifies that he/she is of eighteen (18) years of age or older or has delivered a consent of the Volunteer's parent or guardian to SILVAR and/or RSVP upon execution of this Agreement, allowing the Volunteer to participate in the RSVP in the event the Volunteer is not 18 years or older. SILVAR represents and warrants that the undersigned has the authority to act on behalf of SILVAR and to bind SILVAR, and all who may claim through it, to the terms and conditions of this Agreement. The Volunteer represents and warrants that he/she has the capacity to act on his/her own behalf and on behalf of all who might claim through him/her to bind them to the terms and conditions of this Agreement. If the Volunteer brings any additional individuals to participate as a volunteer in the RSVP, the Volunteer agrees to have such additional individuals execute a copy of this agreement and the Volunteer further agrees that he/she will be responsible for the other individual's conduct, in addition to the individuals also being responsible for their own conduct. Any modification or amendment of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be effective only if placed in writing and signed by all parties or by authorized representatives of each party. No provision of this Agreement can be changed, altered, modified, or waived except by an executed writing by the parties.

5. Mediation and Arbitration.

In the event of any dispute arising under the terms of this Agreement or from performance under the terms of this Agreement, the parties agree to first attempt to resolve the dispute amicably. In the event the parties cannot resolve the dispute amicably without the intervention of a third party mediator, the parties then agree to submit their dispute to mediation with Judicial Arbitration and Mediation Services ("JAMS") in San Jose, California. In the event the parties are unable to resolve their dispute at mediation, the parties then agree to submit their dispute to binding arbitration with JAMS in San Jose, California. Any party who refuses or fails to participate in mediation first, shall not be entitled to recover its attorneys' fees as the prevailing party, if it is the prevailing party at arbitration.

IT IS SO AGREED.

VOLUNTEER:

Dated: _____

Name: _____

Address: _____

Telephone: _____

Dated: _____

PARENT/LEGAL GUARDIAN OF
VOLUNTEER (IF APPL.)

SILICON VALLEY ASSOCIATION
OF REALTORS ("SILVAR")

Dated: _____

By: _____

Title: _____