

ADAPTIVE SOCCER VOLUNTEER AGREEMENT

Waiver, Release of Liability, Code of Conduct, and Confidentiality Agreement

How this document works: This Agreement is presented to all volunteers (and, for volunteers under 18, their parent or legal guardian) as part of the Cupertino FC Adaptive Soccer volunteer registration form at cupertinofc.org. By checking the agreement box on the form, you confirm that you have read this document in its entirety and agree to all terms below.

PART A: ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, the undersigned volunteer (or, if the volunteer is under 18, the parent or legal guardian of the volunteer) ("Volunteer"), acknowledge that volunteering for the Cupertino FC Adaptive Soccer program ("Program") involves physical activity and interaction with minor children, including children with physical, intellectual, developmental, and sensory differences. I understand this carries inherent risks including physical contact with participants, falls, muscle strains, heat-related illness, and emotional stress. I knowingly and voluntarily assume all such risks.

I, on behalf of myself (and, if applicable, the minor volunteer) and my/our heirs, assigns, personal representatives, and next of kin, hereby release, waive, discharge, and covenant not to sue Cupertino Sports and Education Inc. (d/b/a Cupertino FC), and its officers, directors, board members, coaches, other volunteers, agents, employees, and other personnel, as well as any facility owners or operators (collectively, "Released Parties"), from any and all claims, demands, causes of action, damages, costs, expenses, and liability arising out of or related to Volunteer's participation in the Program, including claims arising from the negligence of the Released Parties, to the fullest extent permitted by California law.

I agree to indemnify, defend, and hold harmless the Released Parties from any claims brought by or on behalf of Volunteer or any third party arising out of Volunteer's participation in or conduct during the Program.

PART B: VOLUNTEER CODE OF CONDUCT

As a volunteer, I agree to the following standards. Violation of any standard may result in my immediate removal from the Program.

- **Player Dignity and Respect.** I will treat every player with patience, kindness, and respect. I will use person-first, strengths-based language. I will never use language that is demeaning, patronizing, or that defines a player by their diagnosis.
- **Physical Boundaries.** I will not initiate unnecessary physical contact. Contact should be limited to what is needed for safety or to assist with an activity at the player's comfort level. I will stop any contact immediately if a player shows discomfort.
- **Supervision and Safety.** I will remain with my assigned player for the duration of the session unless instructed otherwise. I will immediately report any injury, illness, or safety concern to a coach. I will never be alone with a player in an area not visible to other adults.
- **Two-Adult Rule.** I understand that at least two adults (coaches, program leaders, or parent volunteers) must be present at all sessions. I will not transport any player or be alone with any player at any time.
- **Communication with Players.** I will follow any communication guidance provided by the player's parent (e.g., preferred communication style, visual cues, words to avoid). I will ask a coach for help if unsure.
- **Communication with Families.** I will be friendly and respectful. I will not ask intrusive questions about a child's diagnosis or medical history. Information shared voluntarily will be treated as confidential.
- **No Photography or Social Media.** I will not photograph, video-record, or post images of any Adaptive Soccer player on social media, personal accounts, or any other platform. All program photography is managed exclusively by Cupertino FC with explicit parent permission. If I wish to take a personal photo (e.g., a group shot with my buddy), I will ask the player's parent directly and in person.
- **Substance-Free Environment.** I will not use or be under the influence of alcohol, tobacco, vaping products, or any controlled substance during any program activity.
- **Attendance and Reliability.** I will make every effort to attend all sessions I have committed to. If I cannot attend, I will notify the volunteer coordinator as early as possible.
- **Mandatory Reporting.** Under California Penal Code Section 11165.7, volunteers in youth-serving organizations are mandated reporters of suspected child abuse and neglect. If I observe or suspect any form of abuse or neglect, I am legally required to report it. I will immediately notify a coach or program leader and, if applicable, contact the appropriate authorities.

PART C: CONFIDENTIALITY

During my service, I may learn personal, medical, behavioral, or diagnostic information about players and families. I agree to treat all such information as strictly confidential. I will not disclose any player's name, diagnosis, medical condition, behavioral information, or family details to anyone outside of the Cupertino FC Adaptive Soccer coaching staff and program leadership, unless required by law. This obligation continues after my volunteer service ends.

PART D: BACKGROUND CHECK ACKNOWLEDGMENT (VOLUNTEERS 18+)

If I am 18 years of age or older and my volunteer service will exceed 16 hours per month or 32 hours per year, I understand that California law (Assembly Bill 506, Bus. & Prof. Code Section 18975) requires me to undergo a fingerprint-based Live Scan background check through the California Department of Justice and to complete mandated reporter training. I agree to cooperate with Cupertino FC in completing these requirements. I understand that Cupertino FC may not permit me to volunteer until these requirements are satisfied.

Volunteers under 18 are not required to complete a Live Scan background check under AB 506 but must comply with all other provisions of this Agreement.

PART E: VOLUNTEER SERVICE HOURS

Cupertino FC will provide documentation of volunteer hours for school community service requirements, college applications, or other purposes upon request. Requests should be directed to admin@cupertinofc.org.

PART F: GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by the laws of California. **Severability.** If any provision is held invalid, the remaining provisions remain in full force. **Voluntary Execution.** By checking the agreement box on the volunteer form, I (or, for volunteers under 18, my parent or legal guardian) confirm that I have read this Agreement, understand its terms, and agree to be bound. I understand I am giving up substantial legal rights. For volunteers under 18: the parent or guardian confirms they have authority to agree on behalf of the minor volunteer.

This document was last updated 3/15/26. The current version is always available at cupertinofc.org/adaptive-volunteer-agreement.