

WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (PLEASE READ CAREFULLY)

I agree as follows:

1. I am volunteering my services for Adopt-A-Beach;
2. I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability;
3. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities;
4. I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with the Event, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely;
5. I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers;
6. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments;
7. I specifically acknowledge that I am engaging in this activity as a volunteer and not as a State of California employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the State of California, the Department of Parks and Recreation, the California Coastal Commission, the California State Parks Foundation, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the State of California, California Coastal Commission, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Wildlife, California Department of Transportation, Accelerated Achievement Academy, Aeolian Yacht Club, Alameda County Resource Conservation District, Alameda Marinas, Alameda Community Sailing Center, American River Parkway Foundation, Ballena Bay Yacht Club, Ballena Isle Marina, Benicia Water Education Program, Cache Creek Conservancy, City of Berkeley, City of Fremont, City of Livermore, City of Long Beach, City of Oakland, City of Redding, City of Santa Cruz, Coastwalk California, Del Norte Unified School District/Crescent Elk Middle School, Delta Protection Commission, East Bay Regional Park District, ECOSLO, Environmental Health Institute, Explore Ecology, Golden Gate National Parks Conservancy, Grand Marina, Heal the Bay, I Love A Clean San Diego, Kaiser Permanente Walking Group, Lake County, Mendocino Land Trust, Napa Resource Conservation District, Northcoast Environmental Center, Oakland Marinas, Oakland Yacht Club, Orange County Coastkeeper, Port of Oakland, Port of San Francisco, Premier Mushrooms Inc., Putah Creek Council, Sacramento - San Joaquin Delta Conservancy, Salmon River Restoration Council, San Joaquin County, San Mateo County, Santa Clara Valley Water District, Save Our Shores, Sierra Nevada Conservancy, Solano Resource Conservation District, The Watershed Project, Trails4All, U.S. Army Corps of Engineers – Bay Model Visitor Center, Ventura County Coalition for Coastal & Inland Waterways, West Shores Salton Sea Growth Association, Yuba County Environmental Health, City of Pacifica, City of Daly City, Pacific Beach Coalition, and City of Half Moon Bay, nor any of their respective employees, officers, agents or assigns, (collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, illness, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Event, or as a result of product liability or the negligence, whether passive or active, of any party, including Released Parties, in connection with the Event.

I understand that cleaning up beaches or inland water areas involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. If I intend to use a watercraft in connection with the Event, I also understand the risks related to the acquisition and use of such crafts, including but not limited to risks related to marine facilities, fuels and lubricants, weather, tides, water movement, watercraft operation (including risks related to exertion), collisions, water temperature (including hypothermia), sun exposure, swimming proficiency, and rescue efforts. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Event. In Consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall me as a participant.

If I am injured during the Event, I authorize any physician licensed in California to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I agree to allow my image to be used in published materials and web sites that promote the programs of the CA Coastal Commission and/or any programs conducted by the Released Parties. By including my email address below, I understand that the California Coastal Commission may contact me about future Coastal Cleanup Day events and other Public Education programs.

I HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.

Participant's Name _____ Date _____
Street Address _____ Phone _____
City, State, Zip _____ E-mail _____
Participant's Signature _____

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in Coastal Cleanup Day. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

Parent/Legal Guardian's Name _____ Date _____
Street Address _____ Phone _____
City, State, Zip _____ E-mail _____
Parent or Legal Guardian's Signature _____