

# COASTAL CLEANUP DAY 2019 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (PLEASE READ CAREFULLY)

I agree as follows: 1. I am volunteering my services for Coastal Cleanup Day 2019 (“the Event”); 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 Department of Fish & Wildlife, California Department of Parks & Recreation, California Department of Transportation California State Lands Commission (SLC), California State Parks-Doheny State Beach, California State Parks Foundation, California State Parks-Lake Perris SRA, Amigos de Bolsa Chica, Bolsa Chica Conservancy (BCC), City of Aliso Viejo, City of Anaheim, City of Brea, City of Buena Park, City of Corona, City of Fullerton, City of Huntington Beach, City of Laguna Hills, City of La Habra, City of Lake Elsinore, City of Lake Forest, City of La Palma, City of Long Beach, City of Mission Viejo, City of Newport Beach, City of Orange, City of San Juan Capistrano, City of Santa Ana, City of South Gate, County of Orange/OC Parks, County of Orange/OC Public Works, Dana Point Yacht Club, Fire Safe Council of East Orange County, Heal the Bay, Heritage Museum of Orange County, Hidden Valley Nature Center, Huntington Beach Wetlands Conservancy, I Love A Clean San Diego, Irvine Ranch Water District, Keep Riverside Clean & Beautiful, LA County Department of Parks & Recreation, LA County Dept. of Public Works, Lake Elsinore Aquatic Center, Newport Aquatic Center, Newport Bay Conservancy, Ocean Institute, Orange County Coastkeeper, Redlands Land Conservancy, Riverside County/Flood Control Agency, Riverside County/Regional Parks & Open Space District, Saddleback Canyon Riders/ETICorral357, SHARE/Concerned Cyclists of Orange County, Sierra Nevada Conservancy, Inter-Canyon League, Silverado-Modjeska Recreation & Park District, Simple Green, Surfrider Foundation, Trails4All, Upper Newport Bay-Muth Interpretive Center, City of Bell Gardens, City of Paramount, Orange County Flood Control District, 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, 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.**

Spelling of Participant’s Name	Date	Street Address	Phone
Signature of Participant		City, State, Zip	E-mail

**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.**

Spelling of Parent/Legal Guardian’s Name	Date	Street Address	Phone
Signature of Parent or Legal Guardian		City, State, Zip	E-mail

**DID YOU BRING YOUR OWN BUCKET/BAG, GLOVE AND/OR WATER BOTTLE TODAY?**  Bucket/Bag  Gloves  Reusable Water Bottle

**DID YOU BIKE, CARPOOL, OR TAKE PUBLIC TRANSIT TO THE CLEANUP TODAY?**  I biked!  I carpoled!  I took public transit!

**HOW DID YOU HEAR ABOUT THE EVENT?** (please mark all that apply)

Website  Social Media  Poster/Flyer  School/Work/Community Group  Friend/Word of Mouth  Radio/TV  Newspaper/Magazine