



SAVE OUR SHORES 2019 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

(Please read carefully)

I agree as follows:

1. I am volunteering my services to participate in the following event sponsored by Save Our Shores at (location) _____ on (date of event) _____ on a voluntary basis without anticipation of payment of any kind;
2. I know of no physical limitation which would keep me from undertaking the activities associated with this event. I will only perform assigned tasks that are within my physical capacity to the best of my ability, and I will not undertake tasks that are beyond my ability;
3. I understand that I will be instructed in the safe operation and use of any necessary equipment and tools related to this volunteer activity, and I will not undertake to use any equipment and/or tools with which I am unfamiliar or do not know how to operate safely. Further, I understand that I am not to use any supplies, tools, and/or equipment that is not provided by Save Our Shores and/or event co-sponsors;
4. I understand that I will receive appropriate instructions regarding this event, including appropriate safety and emergency procedures, and that it is my responsibility to fully understand those instructions before participating in the event;
5. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments;
6. I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and not as an employee of Save Our Shores or event co-sponsors and/or organizers, or as an agent, official, officer, or representative of Save Our Shores or event co-sponsors, and/or organizers and I further acknowledge that I am not entitled to any compensation, benefit, or insurance coverage from Save Our Shores, County of Santa Cruz Parks, California State Parks, City of Santa Cruz, Watsonville, Monterey, Carmel, Pacific Grove, Seaside, Marina, Sand City, or Half Moon Bay, County of Santa Cruz, Monterey, or San Mateo, or event co-sponsors and/or organizers, nor any of their respective employees, officers, agents, or assigns (hereinafter collectively referred to as "Released Parties"), nor will I make any such claim.

I understand that cleaning up beaches, waterways, and waterfront 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 found on the beach, drowning, over-exertion, environmental conditions, or loss of life. Despite these risks, I choose to proceed in such activity.

If I, or any of the minors listed below, should become injured while participating in the event, I do hereby authorize and consent to any x-ray examination, anesthetic, medical, or surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgement of the attending physician, surgeon, or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. I do hereby agree to indemnify and hold harmless Save Our Shores (including its officers, directors, members, and/or volunteers), and Released Parties, from any claim by any person whomsoever on account of such care and treatment. Further, it is understood that the undersigned will assume full responsibility for any such action, including payment and costs.

As consideration for volunteering for Save Our Shores, I hereby agree that I, and my assignees, heirs, guardians, and legal representatives, will not make a claim against or sue Save Our Shores or its employees, agents, or contractors for injury or damage resulting from the negligence, whether active or passive, or other acts, however caused, by any of its officers, employees, agents, or contractors of Save Our Shores, including Released Parties, as a result of my volunteering. I hereby release and discharge Save Our Shores and its officers, employees, agents, and contractors, and all Released Parties, from all actions, claims, or demands that I, my heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting from my participation, or the participation of any of the minors listed below, in the event.

PARTICIPANTS MUST COMPLETE AND SIGN THE BACK OF THIS FORM.

FOR PARTICIPANTS UNDER 18, A PARENT (OR GUARDIAN) MUST SIGN THE BACK OF THIS FORM. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND IT'S CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN FOR ALL MINORS LISTED BELOW, AND THAT THIS RELEASE, IT'S SIGNIFICANCE, AND THE ASSUMPTION OF RISK HAVE ALL BEEN EXPLAINED AND ARE UNDERSTOOD BY MYSELF AND/OR THE MINOR LISTED BELOW.

I agree to allow my image, or the image of my child or legal charge, to be used in published materials and websites that promote the programs of Save Our Shores without compensation. Initial: _____
Yes _____ No _____

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| Participant Name: | |
| Parent/Legal Guardian Name: <i>(if participant is a minor)</i> | |
| Street Address: | |
| City, State & Zip Code: | |
| Email Address: | |

Signature of Participant/Signature of Legal Guardian of Participant

Today's Date