

SAVE OUR SHORES
ENVIRONMENTAL CLEAN-UP, MONITORING AND PUBLIC EDUCATIONAL AND
OUTREACH SERVICES

FOR PARTICIPANTS
River/Levee/Creek/Beach Clean-up

Date of the Event:

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

Participant Name (please print)

Phone

Address

E-mail

City, State and Zip Code

Location of Event

PART I. SELF ASSESSMENT

By participating in this event:

1) I attest that I am not experiencing any known symptoms COVID-19 such as a fever, cough, or shortness of breath. If I develop these symptoms, I agree that I will not attend any in-person event hosted by Save Our Shores.

2) I am aware that I must follow the following safety and hygiene protocols that have been implemented by Save Our Shores:

- a) Maintain a social distance of 6ft from others at all times.
- b) Wear a face mask or face covering at all times.
- c) Avoid touching surfaces, and don't touch your face.
- d) Wash your hands as soon as possible with soap and warm water. Use hand sanitizer until it is possible to wash your hands with soap and water.
- e) For beach, river, or inland cleanups:
 - i) Save Our Shores will provide the supplies needed for the event (mask, hand sanitizer, gloves, disposable trash bags, etc). But we encourage you to bring your own cleanup supplies and to dispose them properly.
 - ii) Use of a disposable trash bag is recommended, the use of reusable buckets is not recommended.
 - iii) Gloves should be worn at all times. We recommend disposable gloves to prevent spreading germs. If you use reusable gloves, remove and wash them immediately. To

- remove gloves safely, pull glove off at your wrist and pull down toward your fingers to help turn the gloves inside out. Throw gloves away immediately after use.
- iv) Do not pick up Personal Protective Equipment Unless you can do so safely with a grabber and separate disposable bag.
- v) Data will be collected using the Save Our Shores Marine Tally mobile application to prevent the exchange of materials between event facilitators and participants.

3) I attest that:

- a) I have not traveled internationally in the past 14 days
- b) I have not traveled to a highly-impacted area within the United States in the past 14 days
- c) I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
- d) I have not been diagnosed with COVID-19 and not yet cleared as noncontagious by state or local public health authorities
- e) I am following recommended guidelines as much as possible – practicing social distancing by participating in group activities of fewer than 10, trying to maintain separation of six feet from others, and otherwise limiting my exposure to the coronavirus.

PART II. VOLUNTEER AGREEMENT

I agree and commit to the following:

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.

Assumption of Risk: I acknowledge and understand that participating in a “River/Levee/Creek/Beach Clean-up” may expose me and/or my child (guardian) to risk. I understand the activities of this project may take place in and around areas that are and are not maintained for public use, such as the river levee, beach, areas near river or creek, sidewalks, streets, and parking lots. Potential hazards to health and safety within these areas include, but are not limited to: uneven pavement or pathways, curbs, rough terrain, steep or slippery slopes, deep water, sand or sand berms, poisonous plants, gopher or squirrel holes, bee nests,

litter and contaminants, refuse and debris, sharp or metal objects, burning embers, drug paraphernalia, water or environmental pollution, close proximity to roads and vehicles, close proximity to water and waves, injury due to lifting or removing heavy objects, and loss of personal property.

Dangers or risks also include those that may arise due to exposure to infectious diseases and viruses (such as the Corona virus, COVID-19), exposure to asymptomatic, sick, or ill individuals, risk of property damage, or risk of any other type of injury (physical or mental), including death. I further understand that I alone shall be responsible for evaluating my own (and that of my child's/guardian's) physical limitations and participating in any activities accordingly.

I understand that any of these risks and perils, both anticipated and unanticipated, may cause injury or death. I, therefore, acknowledge that I and/or my child (guardian) am/are voluntarily participating in this hazardous activity with knowledge of the potential dangers and hazards involved. I hereby agree on behalf of myself and/or my child (guardian) to accept and assume any and all risk, including the risk of injury, property damage, or death. I, on behalf of myself and/or my child (guardian) further agree not to assert any claim, institute any suit or other legal process against the City of Santa Cruz and Save Our Shores, and any and all of these entities' respective officers, officials, employees, agents or volunteers for injury, death or damage resulting from or in any way related to my and/or my child's (guardian's) participation in the above- referenced "River/Levee/Creek/Beach Clean-up."

Indemnification, Waiver and Release: In consideration of being permitted to participate in the "River/Levee/Creek/Beach Clean-up," I, on behalf of myself and/or my child (guardian), hereby release, discharge, hold harmless and indemnify the City of Santa Cruz and Save Our Shores, and any and all of these entities' respective officers, officials, employees, agents or volunteers from and against all actions, claims or demands that I and/or my child (guardian), our heirs, guardians, legal representatives, or assigns now have or may hereafter have for injury, death or damage resulting from or in any way related to my and/or my child's (guardian's) participation in the above- referenced "River/Levee/Creek/Beach Clean-up."

Compliance with All Laws and Rules: Participant agrees to comply with any all rules and protocols related to public and personal health and/or safety, including but not limited to such as those required in response to the COVID-19 pandemic issued by the Santa Cruz County Public Health Department and/or by the Center for Disease Control and Prevention.

Authorization for Use of Photos/Videos: I hereby give the City of Santa Cruz and Save Our Shores the right to use photographs or videos taken of me and/or of my child (guardian) while participating in the above activity for reproduction in any medium or platform for purposes of advertising, trade, display, exhibition, or editorial use.

I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER CERTIFY MY UNDERSTANDING THAT THIS AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS AGAINST THE CITY OF SANTA CRUZ, AND SAVE OUR SHORES, AND AGAINST ALL OTHERS MENTIONED IN THE AGREEMENT. I FURTHER UNDERSTAND AND CERTIFY THAT BY EXECUTION OF THIS AGREEMENT I AM VOLUNTARILY ASSUMING ALL RISK INHERENT IN MY AND/OR MY CHILD'S (GUARDIAN'S) PARTICIPATION IN THE ABOVE-REFERENCED "RIVER/LEVEE/CREEK/BEACH CLEAN- UP." FINALLY, I ACKNOWLEDGE THAT I AM VOLUNTARILY SIGNING MY NAME TO THIS AGREEMENT AND BY DOING SO AM ACCEPTING ITS TERMS AS BINDING UPON MYSELF, MY CHILD (GUARDIAN), MY HEIRS, AGENTS, LEGAL REPRESENTATIVES, AND ASSIGNS.

Participant Signature: _____ Date: _____

(Parent/or Guardian Must Sign if Minor – under 18)

Print Name of Parent/or Guardian: _____