



## **SAVE OUR SHORES 2023 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, exposure to infectious diseases, 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 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 THIS FORM.  
FOR PARTICIPANTS UNDER 18, A PARENT (OR GUARDIAN) MUST SIGN THIS FORM.**

**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.**

## **COVID-19 ASSUMPTION OF RISK**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Save Our Shores cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in its events. It is not possible to prevent the presence of the disease. Therefore, if you choose to participate in any in-person event hosted by Save Our Shores, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By participating in this event:

- 1) 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 as much as possible.
  - b) Avoid touching surfaces, and don't touch your face.
  - c) 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.
  - d) For beach, river, or inland cleanups:
    - i) Save Our Shores will provide reusable and/or disposable supplies, such as trash bags or buckets and gloves.
    - ii) Gloves should be worn at all times. If you use reusable gloves, remove and wash them immediately. To remove gloves safely, pull the glove off at your wrist and pull down toward your fingers to help turn the gloves inside out. Throw disposable gloves away immediately after use.
    - iii) Do not pick up Personal Protective Equipment unless you can do so safely with a grabber.
    - iv) Data may be collected using the Save Our Shores Marine Tally mobile application to prevent the exchange of materials between event facilitators and participants.
  
- 2) I attest that:
  - a. I am not experiencing any known symptoms of 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.
  - b. I do not believe that I have been exposed to a person with a confirmed or suspected case of COVID-19
  - c. I have not been diagnosed with COVID-19, or if I have tested positive for COVID-19 I have completed a 5 day quarantine and received a negative test result before attending this event

ASSUMPTION OF RISK: I have carefully read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 in order to participate in this event. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in this Save Our Shores event.

BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT, AND ANY SUPPLEMENTAL DOCUMENTATION PROVIDED TO ME, 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.

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

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**Signature of Participant/Signature of Legal Guardian of Participant**

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**Today's Date**

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

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**Signature of Participant/Signature of Legal Guardian of Participant**

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**Today's Date**