

**SPONSORED BY
SAVE OUR SHORES AND THE CITY OF SANTA CRUZ**

FOR PARTICIPANTS

**River/Levee/Creek/Beach Clean-up
Date of Cleanup:**

**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

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, loss, 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

ENVIRONMENTAL CLEAN-UP, MONITORING AND PUBLIC EDUCATIONAL SERVICES

these entities' respective officers, officials, employees, agents or volunteers from and against all actions, claims, liabilities, demands, costs and expenses (including attorneys' fees) 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.

Severability: In the event that any clause or provision of this Participant Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions of this Participant Waiver.

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: _____