

**CREEK WEEK CLEAN-UP DAY WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY) Individual, Parent or Legal Guardian Waiver**

I agree as follows: 1. I am volunteering my services for CREEK WEEK Cleanup Day (“the Event”); 2. I will perform assigned tasks that are within my physical capability, & 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 & use of equipment and tools that I may utilize in connection with the Event, and I will not undertake to use any equipment or tools which I do not know how to operate safely; 5. I have received appropriate instruction regarding this Event, including appropriate safety procedures, I fully understand those instructions; 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 further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the County of Sacramento, Cities of Sacramento, Citrus Heights, Galt, Rancho Cordova or Folsom, Sunrise Recreation & Park District, Southgate Recreation & Park District, Fulton-El Camino Recreation & Park District, Rio Linda-Elverta Recreation & Park District, Sacramento Area Creeks Council, & other sponsors and donors, 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 such as, but not limited to poison oak reactions, cuts, abrasions, etc. 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 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, animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to deep water, 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 weather, water movement, watercraft operation, collisions, water temperature (including hypothermia), 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 Sacramento Area Creeks Council and/or any programs conducted by the Released Parties. By including my email address below, I understand that the Sacramento Area Creeks Council may contact me about future Cleanup 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. IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.

I am the parent or legal guardian and a minor he/she has my permission to participate in Creek Clean Up. I have read and agree to the provisions stated above for myself and participating minors. 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 below minor to participate without my supervision, I assume all the risks from such participation. If more than 4 minor participants are in your group, please print their names on the back.

Print Individual, Parent or Legal Guardian Name Date Street Address Phone

Signature City, State, Zip E-mail

Print Minor Participant’s Name Date Print Minor Participant’s Name Date

Print Minor Participant’s Name Date Print Minor Participant’s Name Date

I am (or my child is) with this group: _____

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