POLLUTION PREVENTION – SAN DIEGO OCEANS FOUNDATION
WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)

I, _____, HEREBY CERTIFY THAT I AM AWARE OF THE INHERENT HAZARDS OF WALKING IN/ON SAN DIEGO'S URBAN CANYONS/STREETS.

I agree as follows: 1. I am volunteering my services for the San Diego Oceans Foundation's Canyon Watch and/or Storm Drain Stenciling Program(s) (from here on known as the "Event") without anticipation of payment of any kind; 2. I will perform assigned tasks that are within my physical capabilities and will not undertake tasks that are beyond my abilities; 3. I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely; 4. I acknowledge that I have received and read appropriate instruction regarding this event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree, after proper inspection, to use only the supplies, tools and equipment provided by the Event organizers; 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 a city or San Diego Oceans Foundation employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensations, benefit or insurance coverage from the City of San Diego, the San Diego Oceans Foundation or any Event promoter or sponsor, nor will I make any such claim. I understand and agree that neither the San Diego Oceans Foundation nor the affiliated city or any other organizers or promoters or sponsors or property owners involved in this event, nor any of their respective employees, officers, agents or assigns, (hereinafter collectively referred to as "Released Parties"), may be held liable or responsible in any way for injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that walking through canyons, streets 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 metal objects, poisonous animals or other hazardous materials found in the canyons, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity. I know of no physical limitation which should keep me from undertaking the activities associated with this Event. In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the Event for any harm, injury, or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and 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 this activity, including both claims arising during the activity and after I complete the activity.

I further declare that I am eighteen and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have signed this document of my own free act.

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES," AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. _____
Initials

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

_____ _____
Participant's Name Address

_____ _____ _____ _____ _____
Birth Date (Month/Day/Year) City State Zip Code Phone (xxx) xxx-xxxx

_____ _____ _____
Participant's Signature Date Email

IF PARTICIPANT IS UNDER 18, THE PARENT(S) (OR GUARDIAN(S), IF ANY) MUST SIGN.
The above participant has my permission to participate in the Canyon Watch and/or Storm Drain Stenciling Program(s).
I have read and agree to the provisions stated above. I know of no health limitations which may restrict this volunteer's participation in this activity.

_____ _____
Parent or Legal Guardian Date

_____ _____
Signature of Parent or Legal Guardian Date