MARSH CREEK CLEANUP DAY 2010 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)

I agree as follows: 1. I am volunteering my services for Marsh Creek Cleanup Day 2010 ("the Event"); 2. I will perform assigned tasks that are within my physical capability, and 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 and use of machinery, equipment and tools that I may utilize in connection with the Event, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely; 5. I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers; 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 not as a State of California employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the State of California, the Department of Parks and Recreation, the California Coastal Commission, the California State Parks Foundation, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the State of California, California Coastal Commission, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Game, California State Parks, California Department of Transportation, City of Berkeley, City of Brentwood, City of Fremont, City of Oakland, City of Oakley, Port of Oakland, City of Pleasanton, Contra Costa County, Contra Costa County Flood Control and Water Conservation District, East Bay Regional Park District, Sierra Nevada Conservancy, Butte Environmental Council, City of Antioch, City of Concord, Friends of Marsh Creek Watershed, The Watershed Project, Mirant California, City of Richmond, Office of Supervisor John Gioia, Del Norte Unified School District, Clean Tahoe Program, San Joaquin River Parkway & Conservation Trust, Inc., Northcoast Environmental Center, San Diegans for the Salton Sea, Restore Our Sea, Environmental Health Institute, Heal the Bay, City of Long Beach, U.S. Army Corps of Engineers, Mendocino Land Trust, University of California - Merced, Bridgeport Elementary School, Napa Resource Conservation District, County of Orange, Trails4All, League to Save Lake Tahoe, American River Parkway Foundation, Big Bear Marina, I Love A Clean San Diego, San Diego Coastkeeper, Literacy for Environmental Justice, Golden Gate National Parks Conservancy, San Joaquin County Public Works, ECOSLO, San Mateo Countywide Water Pollution Prevention Program, Santa Barbara County Public Works, Santa Clara Valley Water District, City of Milpitas, Save Our Shores, Community Creek Cleanup Action Group, US Forest Service, Solano Resource Conservation District, Benicia Water Education Program, COASTWALK, Ventura County Coalition Commission for Coastal & Inland Waterways, Putah Creek Council, Yuba County Environmental Health, 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 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 beaches or 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, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. 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 California Coastal Commission and Friends of Marsh Creek Watershed.

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.

Spelling of Participant's Name	Date	Address	Phone
Signature of Participant		Address	E-mail

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.
I am the parent or legal guardian of the above participant and he/she has my permission to participate in Coastal Cleanup Day. I have read and agree to the provisions stated above for myself and the participant. 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 above minor to participate without my supervision, I assume all the risks from such participation.

Signature of Parent or Legal Guardian	Date		Phone
		Address	E-mail

This signature page is a continuation of the "Marsh Creek Cleanup Day 2010 Waiver of Liability and Express Assumption of Risk" form (hereinafter "Waiver Form"). By our signatures below, we, the undersigned, hereby acknowledge that we received the Waiver Form in conjunction with this page and have reviewed the Waiver Form, and we hereby agree to the terms thereof.

Name	Phone Number	Email	
Signature	Street Address		
Parent or Legal Guardian Signature	City	State	Zip
Name	Phone Number	Email	
Signature	Street Address		
Parent or Legal Guardian Signature	City	State	Zip
Name	Phone Number	Email	
Signature	Street Address		
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Parent or Legal Guardian Signature	City	State	Zip
Name	Phone Number	Email	
Signature	Street Address		
Parent or Legal Guardian Signature	City	State	Zip