



**WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**

I, the undersigned, being of lawful age or the parent or legal guardian of the participant involved in this beach cleanup, in consideration of the opportunity to participate in the Program, do hereby RELEASE, DISCHARGE and HOLD HARMLESS, Orange County Coastkeeper, Coastal Playground, Coastal Conservation Network and any officer, agent, and/or employee of any one of them FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, OR ANY OTHER LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF, OR RELATING TO OR ARISING OUT OF PARTICIPATION IN THIS PROGRAM.

I understand that cleaning up beaches 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 needles, condoms, metal objects, burning embers or other hazardous materials found on the beach, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity.

The undersigned acknowledges that the participant has received and read appropriate instruction regarding the Program, including appropriate safety and emergency procedures, and that the participant fully understand those instructions and is capable of and agreeable to following them. In addition, in any actions undertaken during this Program the participant agrees to use only the supplies, tools and equipment provided by Orange County Coastkeeper or Coastal Playground, or their own equipment and understands such equipment's intended use.

The undersigned knows of no physical disorder which should keep the participant from undertaking the activities associated with this Program, and will not participate if under the influence of alcohol or of any drug that could impair his or her physical or mental abilities. The undersigned acknowledges that, as an independent volunteer, the participant will not be considered an employee of Orange County Coastkeeper or Coastal Playground and will have no claims to any Workers' Compensation coverage there under.

If the participant should become injured while participating in the Program, the undersigned authorizes any physician or surgeon licensed in the State of California to perform emergency or surgical treatment as in his or her sole judgment may be necessary. I know of no physical limitation that should keep me from undertaking the activities associated with this Event. In Consideration for being allowed to participate in this activity, I hereby personally assume all risks in connection with the Beach Cleanup 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 AGREE TO ALLOW MY IMAGE TO BE USED IN PRINTED MATERIALS, VIDEOS AND WEBSITES TO PROMOTE THE PROGRAMS OF ORANGE COUNTY COASTKEEPER & COASTAL PLAYGROUND.**

**I HAVE READ THIS AGREEMENT. I UNDERSTAND IT. I AGREE TO BE BOUND BY IT.**

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent or Guardian (if under 18 years of age) \_\_\_\_\_

Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Home Phone \_\_\_\_\_

Work Phone \_\_\_\_\_ Fax \_\_\_\_\_ \*E-Mail \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\* By providing your email address, you consent to be contacted by OC Coastkeeper. You may opt out at the bottom of the email.