



WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK – GARDEN VOLUNTEER

I, the undersigned, hereby affirm that I thoroughly understand the hazards of participating in this activity which may result in serious injury or death. I understand that these hazards include certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with shovels and garden and landscape equipment; uneven ground and other tripping hazards; or from over-exertion or environmental conditions, including heat, poisonous animals and/or plants and other outdoor hazards. By signing this release, I certify that I am fully aware of and expressly assume these and all other risks inherent in such a Program.

I understand and agree that neither Orange County Coastkeeper, nor its affiliate or subsidiary corporations, nor its officers, employees, agents, or assigns of the above listed entity (hereinafter “Released Parties”) may be held liable or responsible for any injury, death or other damages to me, my family, estate, heirs or assigns, that may occur as a result of my participation in this project or as a result of the ordinary negligence of the Released Parties, whether passive or active.

I further state that I am of lawful age and legally competent to sign this liability release, or that I am the legal guardian of the volunteer named below, and I am legally competent to sign this liability release and assumption of risk agreement.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights as detailed above. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I, THE UNDERSIGNED, BY THIS INSTRUMENT, AGREE TO EXEMPT AND RELEASE ALL THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS FROM ALL LIABILITY AND RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF OR THE MINOR NAMED HEREIN. **I FURTHER AGREE TO ALLOW MY IMAGE TO BE USED IN PRINTED MATERIALS, VIDEOS AND WEBSITES TO PROMOTE THE PROGRAMS OF THE PARTIES.**

Signature of Participant/Guardian (if under 18 years of age) _____ Date _____

Name _____ Date of Birth _____ Home Phone _____

Work Phone _____ Fax _____ E-Mail _____

Street Address _____ City _____ State _____ Zip Code _____

- I support Coastkeeper’s mission and wish to become an official member of Orange County Coastkeeper.
- I wish to receive emails and updates from Orange County Coastkeeper.