

**SANTIAGO CREEK GREENWAY ALLIANCE ANNUAL
WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
January 1, 2016 to December 31, 2016
(PLEASE READ CAREFULLY)**

I am volunteering my services for cleanup and planting events conducted by the Santiago Creek Greenway Alliance and I agree as follows:

1. I will perform tasks that are within my physical capability and I will not undertake tasks that are beyond my ability.
2. I will not participate if under the influence of any drug that could impair my physical or mental abilities.
3. I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with events 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.
4. I have received appropriate instruction regarding these events, 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.
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 strictly as a volunteer. I further acknowledge that I am not entitled to any compensation, benefits or insurance coverage from the State of California, County of Orange, Orange County Water District, City of Orange, Santiago Creek Greenway Alliance, Trails4All, or their agents, officers, employees or volunteers ("Released Parties"), nor will I make any such claim.
7. I understand that volunteer projects on inland water areas involve 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.
8. No known physical or health limitation prevents me from safely participating in these events. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the events or any harm, injury or damage that may befall me as a participant.
9. I will inform someone from the Santiago Creek Greenway Alliance immediately if myself or someone else is injured during a volunteer event. If I am injured during an 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.
10. I agree to allow my image to be used in published materials and web sites that promote the programs of the City of Orange and Santiago Creek Greenway Alliance.

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.

Please print Participant's Name

Address

Signature of Participant

Date

Phone

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 The Santiago Creek Clean-Up 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 supervision, I assume all the risks from such participation.

Signature of Parent or Legal Guardian

Address

E-mail

Phone

Date

I wish to become a member of the Santiago Creek Greenway Alliance.