I LOVE A CLEAN SAN DIEGO CLEANUP
33rd Annual Coastal Cleanup Day – September 16th, 2017
WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(READ CAREFULLY)

I, _____, HAVE READ AND AGREE TO EACH OF THE FOLLOWING TERMS:

I HEREBY RELEASE I LOVE A CLEAN SAN DIEGO ("ILACSD") AND ANY OF THEIR SPONSORS, EMPLOYEES, OFFICERS OR AGENTS (HEREINAFTER REFERRED TO COLLECTIVELY WITH ILACSD AS "RELEASED PARTIES") FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED. I agree to release and waive any potential claim against State of California, California Coastal Commission, Ocean Conservancy, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Game, I Love A Clean San Diego, Cities of Oceanside, Carlsbad, Encinitas, Del Mar, Solana Beach, San Diego, Chula Vista, Imperial Beach, Coronado, National City, El Cajon, La Mesa, Santee, Poway, Escondido, Vista; County of San Diego, Mira Costa College, Mt Miguel High School, Trails Committee of San Elijo Hills, San Elijo Hills Community Association, Mission Hills Town Council, Harrah's Resort Southern California, SEA LIFE Aquarium, Patagonia, San Diego Gas & Electric, San Elijo Lagoon Conservancy, AECOM, BSE Engineering, Sun Harbor Marina, San Diego Coastkeeper, Mission Beach Women's Club, SeaWorld San Diego, National Charity League, US Navy, Birch Aquarium at Scripps, Boy Scouts of San Diego, Girl Scouts of San Diego, Surfrider Foundation San Diego Chapter, Dog Beach Dog Wash, RECON Environmental, San Diego Canyonlands, Friends of Ruffin Canyon, San Diego River Park Foundation, Friends of 47th Street Canyon, Community Housing Works, Friends of Cooper Canyon, Friends of Rose Creek, Friends of Famosa Slough, General Dynamics NASSCO, Groundworks San Diego, CNATTU North Island, Lakeside's River Park Conservancy, Wells Fargo, Tijuana River National Estuarine Research Reserve, WiLDCOAST, US Fish and Wildlife, Chula Vista Marina, YMCA Camp Surf, BAE Systems San Diego Ship Repair, Port of San Diego, AMEC, Proyecto Fronterizo, Montgomery High School, San Diego Unified School District, Mission Bay High School, Think Blue City of San Diego, Living Coast Discovery Center, Oceanforce Foundation, 22nd District Agricultural Association, Lincoln Military Housing, Urban Corps of San Diego, San Diego County Regional Airport Authority, Intuit, Bank of America, Dudek, Illumina, Dart, Paradise Creek Educational Park, Republic Services, Allied Waste Services, EDCO, Waste Management, Resource Conservation District of Greater San Diego County, Rubio's, Sony, Cox Communications, Friends of Tierrasanta Canyons, Nu-Way International Christian Ministry, Anheuser Busch, NASSCO, Ameriprise Vora, Walmart, Crystal Geyser, Markstein Beverage Company, MOE, Nordson Asymtek, Potter Junior High School, the Fallbrook Beautification Alliance, California State University San Marcos, North County Lifeline, Commonwealth Financial Network, Escondido Creek Conservancy, Barber Tract Neighborhood Association, Brown and Caldwell, Tijuana River Valley Equestrian Association, IBEW 569, San Diego County Water Authority, San Diego County Bar Association, Northrop Grumman, Back Country Land Trust, San Diego Habitat Conservancy, Christ Lutheran Church, Be Kind Vibes, Modern Times, San Diego Gulls Hockey Club, Mission Trails Regional Park, International Rescue Committee, San Diego Canoe Kayak Team, Challenged Sailors San Diego, Ampirical, CBS8, CW San Diego, Lowe's, Mitchell (collectively referred to herein as the "Sponsors"), or any Event site captain, promoter or sponsor, and any of the other Released Parties for any injury, death or other damages of any kind that I may suffer as a result of my participation in the 2016 Coastal Cleanup Day (the "Event"). I understand that the Released Parties may not be held liable or responsible in any way for any injury, death or other damages that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any of the Released Parties, whether passive or active. I further agree to save and hold harmless ILACSD and the other Released Parties from any claim or lawsuit, including one for personal injury, property damage or wrongful death, arising out of or related to my participation in this activity.

I certify that I am aware of the risks and hazards of participating in the activity 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 at the cleanup, or from over-exertion, environmental conditions or hazards including dangerous or poisonous plants, reptiles or other animals. Understanding all such risks or hazards, by participating in this activity, I agree that I voluntarily assume such risks and I agree to release ILACSD and the other Released Parties from any responsibility or liability whatsoever, whether such risks or hazards are foreseen or unforeseen.

I agree I will only perform tasks that are within my physical capability, and I promise I will not undertake any tasks that are beyond my ability. I agree I will be familiar with the safe operation and use of all equipment and tools that I may utilize during the activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or that I do not know how to operate safely. I acknowledge that I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree to use only the supplies, tools and equipment provided by the Event organizers. I know of no physical limitation which should keep me from undertaking the activities associated with this Event.

I agree I am volunteering my services for the Event as an independent volunteer, without anticipation of payment of any kind. I specifically acknowledge that I am not acting as an employee, agent, official, officer or representative of ILACSD or any of the other Released Parties, and I further acknowledge that I am not entitled to any compensation, benefits or insurance coverage, nor will I make any such claim.

I agree that any dispute involving this agreement, ILACSD or the other Released Parties will be resolved pursuant to California law, within San Diego County, California. I further declare that I am over the age of 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. I agree to allow my image to be used in published materials and web sites that promote the programs of any of the Released Parties.

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.

Spelling of Participant's Name: _____ Phone_____

_____ _____ Address: _____
Signature of Participant Date

_____

_____
Email Address (to receive volunteer email opportunity updates)

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 Event. 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.

_____ _____ _____
Signature of Parent(s) or Legal Guardian(s) Date Phone

_____

_____
Email Address (to receive volunteer email opportunity updates)

_____
Address