

I LOVE A CLEAN SAN DIEGO CLEANUP
35th Annual Coastal Cleanup Day – September 21st, 2019
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 the State of California, California Coastal Commission, Ocean Conservancy, California State Parks Foundation, California Department of Parks & Recreation, 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, Think Blue City of San Diego, San Diego Unified School District, Mission Bay High School, Mt Miguel High School, Trails Committee of San Elijo Hills, San Elijo Hills Community Association, Harrah's Resort Southern California, SEA LIFE Aquarium, Patagonia, San Diego Gas & Electric, San Elijo Lagoon Conservancy, San Diego Canyonlands, Mission Trails Regional Park, AECOM, ICF, San Diego Coastkeeper, San Dieguito River Valley Conservancy, Fallbrook Beautification Alliance, San Dieguito River Park, San Elijo Lagoon Nature Conservancy, Lakeside River Park Conservancy, Tijuana River National Estuarine Research Reserve, Border Field State Park, Mira Costa College, Mission Beach Women's Club, US Navy, Escondido Creek Conservancy, Tijuana River Valley Equestrian Association, Back Country Land Trust, North County Lifeline, Birch Aquarium at Scripps, Scripps Institution of Oceanography, Boy Scouts of San Diego, Girl Scouts of San Diego, Surfrider Foundation San Diego Chapter, San Diego Lifeguards, Nature Collective, Dog Beach Dog Wash, Greenpeace San Diego Frontline, Office of San Diego County District Attorney Summer Stephan, Nu-Way International Christian Ministry Church, Del Dios Habitat Protection League, Kaminskiy Design and Remodeling, Homestreet Bank, Brown and Caldwell, San Diego River Park Foundation, Engel & Völkers Carlsbad, Barber Tract Neighborhood Association, World Cleanup Day, National Cleanup Day, Clean Trails, Ocean Discovery Institute, Get Trashed San Diego, Chollas View Community Council, Friends of 47th Street Canyon, San Diego Gulls Hockey Club, Epsilon, Association for the Rainbow Community, Friends of Florence Canyon, Friends of Ruffin Canyon, Friends of Mission Canyon, Friends of Cooper Canyon, Friends of Rose Creek, Friends of Famosa Slough, Friends of Tierrasanta Canyons, Nordson Asymtek, Dmax Engineering, Groundworks San Diego, Bay Terraces Park Association, Home Brewing Co., Potter Junior High School, Black Sage Environmental, INC., Paradise Creek Educational Park, Resource Conservation District of Greater San Diego County, YMCA Camp Surf, BAE Systems San Diego Ship Repair, Port of San Diego, Montgomery High School, Sun Harbor Marina, San Diego Canoe Kayak Team, Oceanside Yacht Club, Southwestern Yacht Club, Living Coast Discovery Center, 22nd District Agricultural Association, San Diego County Regional Airport Authority, Project Clean Water, Evans Hotels, Wells Fargo, Sony, Cox Communications, U.S. Bank, Anheuser Busch, Markstein Beverage Company, Global Greengrants Fund and Aveda Corporation, General Dynamics/NASSCO, Bumble Bee Seafoods, Wheelhouse Credit Union, Caliva, San Diego County Water Authority, Northrop Grumman, SolarTech, UrbanCorps of San Diego, Republic Services, Allied Waste Services, EDCO, Waste Management, Crystal Geysir, CBS8, KFMB, CW (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 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 diseases such as Hepatitis, Tetanus, or others, 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 _____

Signature of Participant _____ Date _____ Address: _____

Signature of Participant _____ Date _____ Address: _____

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 _____

Signature of Parent(s) or Legal Guardian(s) _____ Date _____ Address: _____

Address _____

Email Address (to receive volunteer email opportunity updates)

This signature page is a continuation of the “I LOVE A CLEAN SAN DIEGO CLEANUP” 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 to receive volunteer opportunity updates	
Signature	Street Address		
Parent or Legal Guardian Signature	City	State	Zip
Name	Phone Number	Email to receive volunteer opportunity updates	
Signature	Street Address		
Parent or Legal Guardian Signature	City	State	Zip
Name	Phone Number	Email to receive volunteer opportunity updates	
Signature	Street Address		
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