



Please Read Carefully Before Signing!

WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION

I, the undersigned, being of lawful age or the parent or legal guardian of the participant involved in Wishtoyo Foundation and its Ventura Coastkeeper Program's Stream Team Watershed Monitoring Program and/or River, Storm Channel, Street, and Beach Clean Up Crew (hereinafter "Program"), in consideration of the opportunity to participate in the Program, do hereby RELEASE, DISCHARGE and HOLD HARMLESS, THE WISHTOYO FOUNDATION AND ITS VENTURA COASTKEEPER PROGRAM (hereinafter "VCK") and any of its officers, agents, and/or employees 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.

1. **I, the undersigned, fully recognize the risks and dangers of participating in the Program, and I voluntarily assume all risks associated with my participation in the Program, including the risk of possible injury or loss of life.** I understand that the dangers that I may encounter in connection with the Program include, by way of example only and without limitation: climbing up and down ladders; climbing up and down steep hillsides, embankments, and rocks; entering and climbing into and out of storm water conveyance channels; wild animals; gang members or dangerous members of the public; slippery rocks; steep cliffs; cactus spines; non-potable polluted water; toxic contamination; poisonous snakes; yellow jackets; bees; harsh and quickly changing weather conditions; flooding; high flows in rivers; streams, or man made channels that may sweep people away; risks of drowning; risks of landslides or other earth movement; poison oak; stinging nettles; ticks; falling branches; and rugged road conditions. In addition, I acknowledge that the structures located on Program sites may not be safe to enter and may contain hazards within them. Despite these risks the undersigned wishes to proceed and freely accepts and expressly assumes all risk, dangers and hazards that may arise from participation during the duration of the Program. All volunteers and interns working with chemical and laboratory reagents will be given access to Material Safety Data Sheets ("MSDS") to raise awareness of potential hazards, and must follow all precautions and instructions contained in the MSDS.

2. **I, the undersigned acknowledges that the participant has received 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 VCK, and understands such equipment's intended use. The undersigned acknowledges that, as an independent volunteer, the participant will not be considered an employee of VCK, and will have no claims to any Workers' Compensation coverage there under.

3. **I, the undersigned realize that, in participating in the Program, there is a risk of my becoming seriously ill or injured in an area remote from medical care,** and that VCK cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities. 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.

4. **I, the undersigned also realize that my participation in the Program may require sustained strenuous physical Program, and I represent to and assure VCK that I am in good health,** and am not aware of any physical or medical condition that might endanger me or any other participants in the Program. 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.

5. **Acting for myself and my heirs, personal representatives, executors, assigns, and guardians *ad litem*, I, the undersigned hereby release VCK** and all of VCK's employees, agents, representatives, volunteers, contractors, officers, and

directors, from any and all claims and liabilities of any kind or nature whatsoever for damage or injury to me or my property, or for my death, arising from my participation in the Program or during my presence on or travel to or from the Program Sites, whether or not arising from the negligence, gross negligence and/or recklessness of VCK or any of VCK's employees, agents, representatives, volunteers, contractors, officers, and/or directors.

6. **Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I, the undersigned agree not to make a claim of any kind or nature** whatsoever against, or sue or attach the property of, VCK or any of VCK's employees, agents, representatives, volunteers, contractors, officers, or directors, for any injury or damage to me or my property, or for my death, arising from my participation in the Program or during my presence on or travel to or from the Program Sites, howsoever caused and whether or not resulting in whole or in part from the negligence, gross negligence and/or recklessness, or other acts of VCK or any of VCK's employees, agents, representatives, volunteers, contractors, officers, and/or directors.

7. **Acting for myself and my heirs, personal representatives, executors, assigns and guardians *ad litem*, I, the undersigned agree to indemnify and defend VCK** and all of VCK's employees, agents, representatives, volunteers, contractors, officers, and directors against, and to hold the same parties harmless of and from: (a) any and all claims and liabilities of any kind or nature whatsoever for injury or damage to me or my property, or for my death, arising from my participation in the Program or during my presence on or travel to or from the Program's Sites, whether or not arising in whole or in part from the negligence, gross negligence and/or recklessness, or other acts of VCK or any of VCK's employees, agents, representatives, volunteers, contractors, officers, and/or directors; and (b) any and all claims and liabilities of any kind or nature whatsoever for any injury or damage to any person or property, or for the death of any person, to the extent caused by me during my participation in the Program, or during my presence on or travel to or from the Program Site.

8. **I, the undersigned hereby acknowledge and agree that no warranty or representation** of any kind or nature whatsoever has been given to me regarding the condition of the Program Sites, any facilities or equipment located on or at the Program Sites, or any means of transportation to or from the Program Sites, and I agree, furthermore, that VCK shall not be liable for any alleged negligence, gross negligence and/or recklessness pertaining thereto.

9. **Photograph and Information Release for all parties:** VCK is committed to furthering the discussion and growth of public stewardship of waterbodies. As such, I the undersigned grant permission for VCK to use any photos, film, digital imaging, videos, verbal and / or written statements pertaining to the above stated participation in VCK's organized and / or sponsored Program, projects, events or functions, of myself or my likeness, for promotional, web or other uses by VCK.

10. **I, the undersigned hereby acknowledge and agree that I have carefully read this Acknowledgment, Release, and Indemnification and fully understand all of its contents and their legal effect, and I agree that this Acknowledgment, Release, and Indemnification is contractually binding from _____ to _____, and I am signing it of my own free will.**

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) _____

Name _____ **Date of Birth** ____-____-____

Home Phone ____-____-____ **Cell Phone** ____-____-____

Emergency Contact Name: _____ **Emergency Contact Phone Number** ____-____-____

E-Mail _____ **Street Address** _____

City _____ **State** _____ **Zip Code** _____