COASTAL CLEANUP DAY 2003 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)

I agree as follows: 1. I am volunteering my services for Coastal Cleanup Day ("the Event") on a voluntary basis without anticipation of payment of any kind; 2. I will perform assigned tasks that are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability; 3. I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely; 4. I acknowledge that I have received and read appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree, after proper inspection, to use only the supplies, tools and equipment provided by the 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 as a volunteer, at my own request and risk, and not as a State of California or Foundation employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the State of California, the Department of Parks and Recreation, the California Coastal Commission, the California State Parks Foundation, or any Event promoter or sponsor, nor will I make any such claim.

I understand and agree that neither the State of California, California Coastal Commission, California State Parks Foundation, California Department of Parks and Recreation, National Park Service, Del Norte County Unified School District, Northcoast Environmental Center, Mendocino Land Trust, River Center, Lake County, Butte Environmental Council, Yuba County, South Yuba River Citizens League, Clean Tahoe Program, American River Conservancy, Sierra Nevada Adventure Company, Inc., Bridgeport Elementary School, Sierra Club, Napa RCD, Bay Model Visitor Center, Acterra, Vallejo Sanitation & Flood Control District, Fairfield-Suisun Sewer District, Benicia Unified School District - City of Benicia, Putah Creek Council, American River Parkway Foundation, San Joaquin County Department of Public Works, Contra Costa County, City of Antioch, City of Concord, City of Oakland, Port of Oakland, Shorebird Nature Center, City of Pleasanton, Creek Connections Action Group, City of Milpitas, San Joaquin River Parkway & Conservation Trust, Inc., Rivertree Volunteers, Ecology Action of Santa Cruz, Monterey Bay National Marine Sanctuary, Santa Barbara County Solid Waste & Utilities, Ventura County, Heal the Bay, El Dorado Nature Center, City of Long Beach, Long Beach Department of Parks, Recreation and Marine, Big Bear Marina, Orange County, The Nature Conservancy, I Love A Clean San Diego, San Diego Baykeeper, San Diegans for the Salton Sea, nor any of their respective employees, officers, agents or assigns, (hereinafter collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that cleaning up beaches and waterfront areas involves 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 found on the beach, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity.

I know of no physical limitation which should keep me from undertaking the activities associated with this Event. In Consideration for being allowed to participate in this activity, I hereby personally assume all risks in connection with the Beach Cleanup for any harm, injury or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity and 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 this activity, including both claims arising during the activity and after I complete the activity.

If I should become injured while participating in the Event, I authorize 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. 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 a legally binding, and that I have signed this document of my own free act.

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES," AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

____________________ ________ ____________________ ____________

Spelling of Participant's Name   Date   Address   Phone

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Signature of Participant   Address

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 Coastal Cleanup Day. 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.

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Signature of Parent or Legal Guardian   Date   Phone

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Address

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