RESTORATION PROJECT WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

(PLEASE READ CAREFULLY)

I agree as follows: 1. I am volunteering my services for Restoration and Education projects ("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 Newport Bay Naturalists & Friends 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 California Coastal Commission, the California Department of Fish and Game, the City of Newport Beach, OC Parks, Newport Bay Naturalists & Friends or any Event promoter or sponsor, nor will I make any such claim.

I agree to allow my image to be used in published materials and Internet web sites that promote the restoration and education programs of the California Coastal Commission.

I understand and agree that neither the State of California, California Coastal Commission, the California Department of Fish and Game, the City of Newport Beach, OC Parks, Newport Bay Naturalists & Friends, 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 working to restore coastal areas involves certain inherent risks, including but not limited to, the risks of possible injury or irritation from contact with plants, especially those with thorns, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity.

I know of no physical limitation that 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 Event 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 Phone

_____ _____

Signature of Participant Address

Optional information: How did you hear about ROOTS? _____

If you would like to receive ROOTS news, please provide your email 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 this restoration work 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.

_____ _____ _____

Spelling of Parent/Guardian's Name Date Phone

_____ _____

Signature of Parent/Guardian Address