



URBAN
CREEKS
COUNCIL

**City of Livermore
Alameda County Flood Control & Water Conservation District, Zone 7 ("Zone 7")
And Urban Creeks Council**

VOLUNTEER'S WAIVER OF LIABILITY & ASSUMPTION OF RISK

I agree as follows:

1. I am volunteering my services for the Living Arroyos 2014-15 Program("the Event");
2. I will perform tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability;
3. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities;
4. I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with the Event, and I will not undertake the use of any machinery, equipment or tools with which I am unfamiliar or do not know how to operate safely;
5. I specifically acknowledge that I am engaging in this activity as a volunteer and not as a City of Livermore, Zone 7, or Urban Creeks Council employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the City of Livermore, Zone 7, Urban Creeks Council or any Event promoter or sponsor, nor will I make any such claim.

I understand and agree that neither the City of Livermore, Zone 7, Urban Creeks Council nor any of their respective employees, officers, agents or assigns, (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 members, heirs or assigns, that may occur as a result of my participation in the Event, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that participation in the Event may involve 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, wild animals, poisonous plants, insects or snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides or dangerous terrain. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Event. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall me as a participant.

If I am injured during the Event, I authorize any physician licensed in California to perform emergency treatment as in his or her sole judgment may be necessary. I am over the age of eighteen (18) and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian (see below). I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act.

I hereby release and hold harmless the Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family members, estate, heirs, or assigns, arising out of participation in the Event, including both claims arising during the activity and after I complete the activity, and including claims based on negligence of other participants or the Released Parties, whether passive or active.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF THE RISK.

Name [please print] Signature Date

Street Apt # City State Zip

E-mail address Phone Number

IF PARTICIPANT IS UNDER THE AGE OF 18:

My child is participating in this activity voluntarily. My child is physically fit to participate in this activity. I understand that this activity may involve the risks, as stated above, and that serious injury could result from these risks. Knowing these risks, I give my express permission for my child to participate in this activity.

On behalf of my child, I hereby assume all risk and hereby waive, release and discharge the City of Livermore, Zone 7, Urban Creeks Council their respective employees, officers, agents or assigns for any and all claims for damages for personal injuries or claims for damages to property which my child or my child's heirs or assigns may have or which may accrue arising out of my child's participation in the Event.

I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.

Child's Name

Parent/Guardian Name [please print] Parent/Guardian Signature Date

Street Apt # City State Zip

E-mail address Phone Number

LIVING ARROYOS

VOLUNTEER EMERGENCY INFO/MEDIA RELEASE

Name of Volunteer (Please print legibly)

DATE OF BIRTH

EMPLOYER (optional)

month/day/year

ETHNICITY (optional)

____ White
____ Black or African American
____ Latino or Hispanic
____ Chinese
____ Korean
____ Filipino
____ Vietnamese
____ American Indian
____ Other _____

EMERGENCY CONTACT

Name

Phone

MEDIA RELEASE

I agree to allow my image to be used in published materials and websites that promote the programs of the City of Livermore, Zone 7, Urban Creeks Council or this Event.

Signature

Date

FAQ: Why do you need all this information about me?!

A: We need some information in case of an emergency (DOB, emergency contact). Other information (ethnicity, employer) helps us learn about who our volunteers are, which in turn helps us build and maintain support for important ecological stewardship work.