I LOVE A CLEAN SAN DIEGO CLEANUP
16TH ANNUAL CREEK TO BAY 2018
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 ILACSD, Keep America Beautiful, California State Parks, California Department of Fish & Game, Cities of Oceanside, Carlsbad, Encinitas, Solana Beach, Del Mar, Vista, San Marcos, Poway, Escondido, San Diego, El Cajon, La Mesa, Lemon Grove, Santee, Coronado, National City, Chula Vista, Imperial Beach, County of San Diego, Anheuser Busch, Harrah's Resort Southern California, Office of City of San Diego, Assemblymember Brian Maienschein, SEA LIFE Aquarium at Legoland, Swamis Surfing Association, San Diego Unified School District, AECOM, San Ysidro Chamber of Commerce, San Ysidro Business Association, Girl Scouts of San Diego, Boy Scouts of San Diego, Mission Beach Women's Club, Surfrider San Diego Chapter, San Diego Coastkeeper, Potter Jr High School, San Elijo Lagoon Conservancy, Ocean Discovery Institute, Dog Beach Dog Wash, Port of San Diego, Friends of Rose Creek, San Diego Canyonlands, Friends of Ruffin Canyon, San Diego River Park Foundation, Friends of 47th Street Canyon, RECON Environmental, YMCA Camp Surf, DMAX Engineering, Sweetwater Summit Park, Lost Arrow Corporation and its subsidiaries, including but not limited to Patagonia, Inc. and Great Pacific Iron Works, Lakeside's River Park Conservancy, Friends of Santee's River Park Chapter, Back Country Land Trust, US Navy, Nu Way Intl. Christian Ministries, Mission Hills Town Council, Think Blue City of San Diego Transportation and Stormwater Department, San Diego Water Authority, Rubio's, Dudek, Bank of America, Glad Bags, County of San Diego Watershed Protection Program, General Dynamics NASSCO, San Diego Regional Airport Authority, Starbucks, Walmart, Sony Electronics, Lowes, Arrowhead Water, Republic Waste Services, EDCO, Waste Management, Kohls, Elfin Forest Recreational Reserve, Olivenhain Municipal Water Districts, BAE Systems, Helping Hands Day, The Church of Jesus Christ of Latter Day Saints, Trails Committee of San Elijo Hills, San Elijo Hills Community Association, Barber Tract Neighborhood Association, International Rescue Committee, Resource Conservation District of Greater San Diego County, Escondido Shines, Escondido Creek Conservancy, Diamond Business Association, KFMB, CBS Earth 8, Merkel & Associates Inc., Michael Baker International, San Dieguito River Park, North County Lifeline, Mission Trails Regional Park, Coronado Brewing Company, Helix Environmental, Brown and Caldwell, Friends of Famosa Slough, Friends of Tierrasanta, Jason Allen Friends of Coastwalk, Black Sage Environmental, INC., San Diego Audobon, Fallbrook Beautification Alliance, CA Assembly District 77, U.S Bank, Kaminskiy Design & Remodeling, Sierra Club North County Coastal Group, Nordson Asymtek, Jensen Properties San Diego Inc., Miss Scuba International, Northrup Grumman, ICF, SeaWorld, Evans Hotel, Oak Park Community Council, HRC San Diego, Mount Miguel High School, SDSU Enviro-Business Society, The Living Coast Discovery Center, Cox Communications, Project Clean Water, Dart Container, Wells Fargo, KIND Snacks (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 the 2018 Creek to Bay (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_____

_____ _____ Address: _____
Signature of Participant Date

_____

_____
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

_____

_____
Email Address (to receive volunteer email opportunity updates)

_____
Address