

COASTAL CLEANUP DAY 2016 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 2016 (“the Event”); 2. I will perform assigned 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 to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely; 5. I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers; 6. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; 7. I specifically acknowledge that I am engaging in this activity as a volunteer and not as a State of California 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, sponsor, or organizer, 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 & Recreation, California Department of Fish & Wildlife, California Department of Transportation, City of Long Beach, County of Orange/OC Community Resources, ECOSLO, Explore Ecology, Heal the Bay, Sierra Nevada Conservancy, Trails4All, Ventura County Coalition for Coastal & Inland Waterways (includes the Cities of Camarillo, Moorpark, Oxnard, Port Hueneme, Ventura, Simi Valley, Thousand Oaks, County of Ventura, Ventura County Resource Conservation District, Ventura Co. Watershed Protection District) and Ventura Co. Integrated Waste Mgmt. Div., City of Ojai, Casitas Municipal Water District, Cleanups for Change, Pleasant Valley Recreation & Park District, Rancho Simi Recreation & Park District, Conejo Recreation & Park District, NRG Energy, Inc., Pt. Mugu 4x4 Club, Pacific Coast 4x4 Assn., Sierra Club, Surfrider Foundation – Ventura County, The Nature Conservancy, Ventura Harbor Port District and the Beardsley Association, CSU, CSU Channel Islands, and University Glen Corporation, 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, 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, whether passive or active, of any party, including Released Parties, in connection with the Event.

I understand that cleaning up beaches or inland water 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, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. If I intend to use a watercraft in connection with the Event, I also understand the risks related to the acquisition and use of such crafts, including but not limited to risks related to marine facilities, fuels and lubricants, weather, tides, water movement, watercraft operation (including risks related to exertion), collisions, water temperature (including hypothermia), sun exposure, swimming proficiency, and rescue efforts. 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 such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. 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 agree to allow my image to be used in published materials and web sites that promote the programs of the CA Coastal Commission and/or any programs conducted by the Released Parties. By including my email address below, I understand that the California Coastal Commission may contact me about future Coastal Cleanup Day events and other Public Education programs.

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, 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 LIABILITY RELEASE AND ASSUMPTION OF RISK.

_____ Spelling of Participant’s Name	_____ Date	_____ Street Address	_____ Phone
_____ Signature of Participant		_____ City, State, Zip	_____ E-mail

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 for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

_____ Spelling of Parent/Legal Guardian’s Name	_____ Date	_____ Street Address	_____ Phone
_____ Signature of Parent or Legal Guardian		_____ City, State, Zip	_____ E-mail

DID YOU BRING YOUR OWN BUCKET/BAG, GLOVE AND/OR WATER BOTTLE TODAY? ☐ Bucket/Bag ☐ Gloves ☐ Reusable Water Bottle

DID YOU BIKE, CARPOOL, OR TAKE PUBLIC TRANSIT TO THE CLEANUP TODAY? ☐ I biked! ☐ I carpooled! ☐ I took public transit!

HOW DID YOU HEAR ABOUT THE EVENT? (please mark all that apply)

☐ Website ☐ Social Media ☐ Poster/Flyer ☐ School/Work/Community Group ☐ Friend/Word of Mouth ☐ Radio/TV ☐ Newspaper/Magazine

DÍA DE LIMPIEZA DE COSTAS 2016 EXENCIÓN DE RESPONSABILIDAD Y ASUNCIÓN EXPRESA DEL RIESGO (POR FAVOR LEER ATENTAMENTE)

Confirmando mi consentimiento a lo siguiente: 1. Mis servicios en el Día de Limpieza de Costas 2016 (“el Evento”) son voluntarios. 2. Realizaré aquellas tareas que se me asignen y que no excedan mis capacidades físicas, y no realizaré tareas que excedan mis facultades. 3. No participaré en el Evento si me encuentro bajo la influencia del alcohol o de cualquier droga que pueda menoscabar mis capacidades físicas o mentales. 4. Estoy familiarizado con el uso y el manejo seguro de la maquinaria, los equipos y las herramientas que pueda utilizar en relación con el Evento, y no utilizaré ninguna maquinaria, equipamiento o herramientas que desconozca o que no sepa manejar con seguridad. 5. He recibido formación adecuada en lo referente a este Evento, incluidos procedimientos adecuados de seguridad y de emergencia, entiendo por completo dichas instrucciones, y estoy de acuerdo, tras una inspección adecuada, en utilizar únicamente los suministros, herramientas y equipos proporcionados por la organización del Evento. 6. Sólo llevaré a cabo las tareas que se me encomienden, seguiré todas las normas de seguridad, y prestaré la máxima atención durante la realización de mis tareas. 7. Acepto específicamente que estoy tomando parte en esta actividad como voluntario y no como empleado, agente, funcionario o representante del Estado de California, así como acepto que no tengo derecho a recibir compensación o ganancia alguna o a que me cubra ningún seguro del Estado de California, del Departamento de Parques y Ocio, de la Comisión Costera de California, de la Fundación de Parques del Estado de California, o de cualquier promotor u organizador del Evento, ni realizaré ninguna reclamación al respecto.

Comprendo y acepto que ni el State of California, California Coastal Commission, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Wildlife, California Department of Transportation, City of Long Beach, County of Orange/OC Community Resources, ECOSLO, Explore Ecology, Heal the Bay, Sierra Nevada Conservancy, Trails4All, Ventura County Coalition for Coastal & Inland Waterways (includes the Cities of Camarillo, Moorpark, Oxnard, Port Hueneme, Ventura, Simi Valley, Thousand Oaks, County of Ventura, Ventura County Resource Conservation District, Ventura Co. Watershed Protection District) and Ventura Co. Integrated Waste Mgmt. Div., City of Ojai, Casitas Municipal Water District, Cleanups for Change, Pleasant Valley Recreation & Park District, Rancho Simi Recreation & Park District, Conejo Recreation & Park District, NRG Energy, Inc., Pt. Mugu 4x4 Club, Pacific Coast 4x4 Assn., Sierra Club, Surfrider Foundation – Ventura County, The Nature Conservancy, Ventura Harbor Port District, and the Beardsley Association, CSU, CSU Channel Islands, and University Glen Corporation, ni ninguno de sus respectivos empleados, funcionarios, agentes o encargados, (a los que nos referiremos de manera colectiva como a la “Partes Relacionadas”), puede ser considerado responsable en modo alguno por cualquier herida, muerte u otros daños y perjuicios que yo, mi familia, mis herederos o mis allegados podamos sufrir como resultado de mi participación en el Evento o como resultado de la responsabilidad por productos defectuosos o la negligencia, ya sea pasiva o activa, de cualquier parte, incluidas la Partes Relacionadas, relacionada con el Evento.

Yo comprendo que la limpieza de playas, ríos o arroyos implica ciertos riesgos inherentes tales como pero no limitados al riesgo de sufrir heridas, infecciones o perder la vida como resultado del contacto con agujas, condones, objetos metálicos, brasas incandescentes o materiales peligrosos, animales salvajes, plantas venenosas, serpientes; o a causa del sobreesfuerzo o las condiciones ambientales tales como pero no limitadas a inundaciones, desprendimiento de rocas, exposición al sol o terrenos peligrosos. A pesar del riesgo, todavía quiero participar en la actividad.

Ninguna limitación física o sanitaria me impide participar con seguridad en el Evento. En caso de que se me permita participar, yo asumo personalmente todo el riesgo, tanto previsto como imprevisto, de sufrir cualquier lesión, herida o daño relacionado con el Evento que pudiera ocurrirme como participante.

Si resultase herido durante el Evento, autorizo a cualquier médico inscrito para ejercer en California a realizar el tratamiento de emergencia necesario que él/ella juzgue conveniente. Tengo más de dieciocho años y competencia legal para firmar esta exención de responsabilidad, o he obtenido el consentimiento escrito de mi padre/madre o tutor legal. Yo asumo que las cláusulas contenidas en este documento son contractuales y no meramente declarativas, y que es un instrumento que me vincula jurídicamente, y lo he firmado por propia voluntad.

Estoy de acuerdo en permitir que mi imagen sea utilizada en la publicación de materiales y en páginas de internet que promuevan los programas de la Comisión Costera de California, y/o en cualquiera de los programas implementados por las Partes Liberadas. Al incluir mi correo electrónico en este documento, acepto que la Comisión Costera de California pueda contactarme en un futuro acerca de eventos relaciones con el Día de La Limpieza de la Costa u otros programas relacionados con educación pública.

Por la presente descargo y eximo de responsabilidad a las Partes Relacionadas por cualquier demanda o pleito judicial por causa de lesiones corporales, daños a la propiedad o muerte por negligencia, que podamos sufrir yo, mi familia, mi propiedad, mis herederos o mis allegados, y que se deba a la participación en el Evento, incluyendo tanto las demandas que surjan durante la actividad como después de que yo haya concluido la actividad, e incluye las demandas basadas en la negligencia de otros participantes o de las Partes Relacionadas, ya sea negligencia activa o pasiva.

ME HE INFORMADO POR COMPLETO DEL CONTENIDO DE ESTA EXSENCIÓN DE RESPONSABILIDAD Y ASUNCIÓN DEL RIESGO.

Nombre del participante deletreado	Fecha	Dirección	Teléfono
Firma del participante		Dirección	Correo electrónico

SI EL PARTICIPANTE TIENE MENOS DE 18 AÑOS, EL PADRE/MADRE (O TUTOR LEGAL, SI LO HUBIESE) TIENE QUE FIRMAR.

Soy el padre/madre o tutor legal del participante inscrito arriba y él/ella tiene mi permiso para participar en el Día de Limpieza de Costas. He leído y estoy de acuerdo con las cláusulas detalladas arriba en mi nombre y en nombre del participante. Además, entiendo y estoy de acuerdo con que los patrocinadores y organizadores del Evento no son responsables de supervisar a los participantes menores de edad y que si permito al menor inscrito arriba a participar sin mi supervisión, yo asumo todos los riesgos que dicha participación conlleva.

Nombre del progenitor o tutor legal	Fecha	Dirección	Teléfono
Firma del progenitor o tutor legal		Dirección	Correo electrónico

TRAJISTE TUS PROPIOS BALDE/ BOLSA, GUANTES Y/O BOTELLA DE AGUA AL EVENTO? ☐ Balde/ Bolsa ☐ Guantes ☐ Botella de agua reusable
USTED MONTÓ EN BICICLETA, COMPARTIÓ UN CARRO, O TOMÓ EL TRANSPORTE PÚBLICO PARA VENIR AL EVENTO DE LIMPIEZA?

☐ Monté la bicicleta ☐ Compartí un carro ☐ Tomé el transporte público

CÓMO SUPISTE SOBRE EL DÍA DE LA LIMPIEZA DE LA COSTA? (Por favor marca todas las opciones que sean aplicables)

☐ Sitio Web ☐ Medios de Comunicación Social (Facebook/Twitter) ☐ Póster del Evento/Volantes ☐ Escuela/Trabajo/Grupo en tu Comunidad

☐ Amigos/Comunicación Verbal ☐ Radio/TV ☐ Periódicos/Revistas

**RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE, ASSUMPTION OF RISK AND
AGREEMENT TO PAY CLAIMS**

Activity: _____

Activity Date(s) and Time(s): _____

Activity Location/Facility: _____

In consideration for being allowed to participate in this Activity, I **release from liability and waive my right to sue** the State of California, the Trustees of the California State University, which own and operate California State University, Channel Islands and their employees, officers, volunteers and agents (collectively “University”) from any and all claims, **including the University’s negligence**, resulting in any physical injury, illness (including death) or economic loss that I may suffer because of my participation in this Activity, including any travel to and from the Activity.

I am voluntarily participating in this Activity. I understand that there are risks, such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability or even death, which may occur from my participation in this Activity. These injuries or outcomes may arise from my own or other’s actions, inactions, negligence, or from the condition of the Activity location(s) or facility(ies).

Nonetheless, I assume all related risks, whether known or unknown to me, of my participation in this Activity, including travel to and from the Activity.

I agree to **hold** the University **harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including attorney’s fees**, as a result of my participation in this Activity, including travel to and from the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University.

If I need medical treatment, the University is authorized to obtain medical treatment for me. I will be financially responsible for any costs of such treatment. I agree that I will not hold the University responsible for any claims resulting from any medical treatment. I am aware that the University does not provide health insurance for me and I should carry my own health insurance.

I am 18 years or older. I have read this document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) waiver of my right to sue the University, (c) and assumption of all risks of participating in this Activity, including travel to and from the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

Participant Name (Print): _____ Date: _____

Signature: _____

If Participant is under 18 years of age:

I am the parent or legal guardian of the Participant. I have read this two-page document, and I am signing it freely. **I understand the legal consequences of signing this document, including (a) release of University from all liability on my and the Participant's behalf, (b) waiver of my and the Participants' right to sue, (c) and assumption of all risks of the Participant's** participation in this Activity, including travel to and from the Activity. I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

Name of Minor Participant's Parent/Guardian (Print): _____ Date: _____

Signature of Minor Participant's Parent/Guardian: _____

Minor Participant's Name (Print): _____