



COASTAL-WATERSHED.ORG
Preserving and protecting
our coastal watersheds

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Name (please print)

Where did you hear about this event?

Address

Email

City, State, Zip

Phone

Name of Emergency Contact

Emergency Phone

I understand that this project's activities will take place in and around California's coastal creeks and water drainage areas, which are not maintained for public use. Potential hazards to health and safety within these areas include, but may not be limited to, rough terrain, steep slopes, deep water, poison oak, debris, and water pollution. I further understand that I alone shall be responsible for evaluating my own physical limitations and participating in any activities accordingly.

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging in the activities of the Coastal Watershed Council, activities incidental thereto, wherever or however the same may occur, and for whatever period, said activities may continue, and I do, for myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and relinquish any action, or causes for action aforesaid which may hereafter arise for me and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute or present any claim for personal injury, property damage, or wrongful death against the Coastal Watershed Council, or any of their officers, staff, and directors, or against any other group, property owner, sponsor, or other persons (hereinafter the "Volunteers") connected with water tours for any of the said causes of action, whether the same shall arise by the negligence of any of the said persons, or otherwise. It is my intent by this instrument to exempt and relieve the afore described "Volunteers" connected with the water tours from liability for personal injury, property damage, or wrongful death caused by negligence or otherwise.

I, for myself, my heirs, executors, administrators or assigns agree to indemnify and save harmless the "Volunteers" from and against any claim for personal injury, property damage or wrongful death that may be prosecuted by me, my heirs, executors, administrators or assigns against the "Volunteers."

I grant to the Coastal Watershed Council (CWC), its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize the Coastal Watershed Council, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that the CWC may use such photographs or videos of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

I, the undersigned, acknowledge that I have read the foregoing Waiver, Release and Indemnify Agreement, have been advised of the potential dangers incidental to engaging in water tours, and am fully aware of the legal consequences of signing the within instrument.

Participant's Signature

Date

Parent/Guardian Signature (required for participants under 18 yrs)

Date

Parent/Guardian email

Parent/Guardian phone