







Alameda County Flood Control & Water Conservation District, Zone 7 ("Zone 7")

City of Dublin, City of Livermore, City of Pleasanton

And Livermore Area Recreation and Park District ("LARPD")

## **VOLUNTEER'S WAIVER OF LIABILITY & ASSUMPTION OF RISK**

To participate in the Living Arroyos 2023-24 Program, I agree to enter into the following Waiver of Liability & Assumption of Risk:

- 1. I will not be compensated for my services provided at 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 Dublin, City of Livermore, City of Pleasanton, Zone 7, or LARPD 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 Dublin, City of Livermore, Zone 7, LARPD or any Event promoter or sponsor, nor will I make any such claim.

I understand and agree that neither the City of Dublin, the City og Livermore, City of Pleasanton, Zone 7, LARPD 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 <u>participation in the Event</u> 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 agree to allow my image to be used in published materials and websites that promote the programs of the City of Dublin, City of Livermore, the City of Pleasanton, Zone 7, LARPD or this Event.

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.

Volunteer Name [please print]		Signature		Date
Address		Apt #		
City	State	Zip code		
E-mail address				
Phone Number				
IF PARTICIPANT IS U	NDER THE AGE	OF 18:		
stated above, and that express permission for On behalf of my child, I Dublin, the City of Live officers, agents or assig damages to property w	pate in this activ serious injury co my child to part hereby assume rmore, the City o gns for any and a which my child or	ity. I understand uld result from the icipate in this act all risk and herebout of Pleasanton, Zon ll claims for damage my child's heirs of the its end in the ici and the ici and its end in the ici and its	that this activity nese risks. Know ivity. y waive, release e 7, LARPD thei nges for persona	ntarily. My child is may involve the risks, as wing these risks, I give my and discharge the City of respective employees, I injuries or claims for nave or which may accrue
arising out of my child	's participation in	n the Event.		
I consent to the Cities of photographs that are to			•	or LARPD's use of any
I HAVE READ AND UN ASSUMPTION OF RISI		E CONTENTS OF	THIS LIABILITY	Y RELEASE AND
Child's Name (Volunte	er)			
Parent's Name [please	 print] -	Signature of Parer	nt/Guardian	Date