



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 of 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 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.

