State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

SPECIAL PROJECT VOLUNTEER SIGN-IN *(CSPF Co-Sponsored Events)*

DISTRICT/PARK UNIT	PROJECT	DATE OF PROJECT
		April 18, 2015

EXPRESS ASSUMPTION OF THE RISKS, RELEASE FROM LIABILITY, INDEMNITY AND PHOTO/VIDEO RELEASE AGREEMENT

This document affects the participant's legal rights. The participant (or the parent/legal guardian if participant is a minor) must read and understand this document before signing the Special Project Volunteer Sign-In Sheet.

The above-described project is co-sponsored by the California Department of Parks and Recreation, the California State Parks Foundation and

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who may hereinafter be referred to as a "Co-sponsor" or the "Co-sponsors." The terms "Co-sponsor" and "Co-sponsors" as used in this agreement shall include the Co-sponsor or Co-sponsors and their employees, officers, agents, directors, parent companies and affiliates.

If the participant is a minor under the age of 18, I hereby declare that I am the parent or legal guardian of the participant, who may also hereinafter be referred to as "my child", and by signing this agreement I give him/her permission to participate in the project described above.

I (or my child) am participating in the above-described project on a voluntary basis without anticipation of payment of any kind and without reliance on any representations or advice by employees or representatives of any of the Co-sponsors or any other person. I understand that I (or my child) will not be acting as an employee or agent of any of the Co-sponsors. I further acknowledge and agree that I (and my child) am not entitled to any compensation, benefit or insurance coverage from any of the Co-sponsors; nor will I (or my child) make any such claim.

I (or my child) will perform only tasks that are assigned to me (or my child). I (or my child) will not accept any assignments or tasks that are beyond my (or my child's) ability or physical capability. I (or my child) will not use any equipment or tools with which I am (or my child is) unfamiliar or do not know how to operate safely.

I understand and acknowledge that the project in which I (or my child) will be participating may involve travel and strenuous and/or dangerous activities, and inherently bears known and unknown risks of personal and bodily injury, illness, death and property damage for the participant as well as others, including, but not limited to, contact with plants and animals; use of potentially dangerous tools, latent or apparent defects or conditions in equipment that will be used by participants; and the negligent acts or omissions of any of the Co-sponsors.

I am aware of these risks and hazards and I (and my child) hereby expressly agree to assume any and all risk of personal and bodily injury, wrongful death and/or property damage that I (and/or my child) might suffer as a result of or in connection with my (or my child's) participation in the above-named project, even if it occurs as a result of the negligence of any of the Co-sponsors.

SPECIAL PROJECT VOLUNTEER SIGN-IN CSPF Co-Sponsored Events - *continued*

DISTRICT/PARK UNIT	PROJECT	DATE OF PROJECT
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In consideration for being accepted to be a participant in the above-named project, I (and my child) do hereby expressly release, discharge, waive and relinquish any or all claims, demands, costs, liability and legal actions for personal and/or bodily injury, wrongful death and/or property damage that I (or my child) might otherwise make or assert against any of the Co-sponsors, caused by, arising out of, related to or in any way connected with my (or my child's) participation in the above-named project, including but not limited to, those related to incidental activities such as emergency rescue actions. I (and my child) expressly agree to protect, defend, indemnify, save and hold harmless any and all of the Co-sponsors from and against any and all claims, demands, costs, liability and legal actions for personal and/or bodily injury, wrongful death and/or property damage that any Co-sponsor might suffer or incur caused by, arising out of, related to or in any way connected with my (or my child's) conduct, negligent or otherwise, while participating in the above-named project.

I (and my child) expressly agree that this agreement to protect, defend, hold harmless and indemnify the Co-sponsors and to waive, release, relinquish and discharge all claims, demands, costs, liability and legal actions shall apply even if any of the Co-sponsors are negligent or otherwise at fault, but not if they are grossly negligent or engage in willful misconduct.

I further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that I may have with respect to the foregoing release are hereby expressly and forever waived. I understand that Section 1542 provides that:

> *A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.*

I understand that by signing this document on behalf of myself (and my child), I (and my child) am giving up important legal rights and possible claims that I (or my child) might otherwise assert or make against any of the Co-sponsors. I also understand that by signing this document on behalf of myself (and my child), I (and my child) assume responsibility and legal liability for claims or other legal actions that my be asserted against me (and/or my child), and/or any of the Co-sponsors as a result of my (or my child's) conduct, negligent or otherwise, in connection with the above-described project.

I grant the Co-sponsors and their agents permission to record, edit, transcribe, use, duplicate, modify, distribute, publicly exhibit and perform my participation, appearance, written or oral statements in the above project, in any and all media now existing or hereafter developed, throughout the world without restrictions or limitation. I consent to the use of my name, likeness, voice and biographical information in connection with the foregoing. I acknowledge and agree that I shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of my name, picture, likeness, or written or oral statements. I acknowledge and agree that Co-sponsors shall not be liable for losses or injuries of any kind resulting from its use of my name, likeness, picture, information, and other listed items described above.

EXPRESS ASSUMPTION OF THE RISKS, RELEASE FROM LIABILITY, INDEMNITY AND PHOTO/VIDEO RELEASE AGREEMENT

I HEREBY EXECUTE THIS AGREEMENT ON BEHALF OF MYSELF (AND MY CHILD). I DECLARE THAT I HAVE BEEN GIVEN FULL OPPORTUNITY TO READ BOTH PAGES OF THIS AGREEMENT, THAT I UNDERSTAND IT AND AM EXECUTING THIS DOCUMENT VOLUNTARILY, FREELY AND KNOWINGLY, WITHOUT RELIANCE ON ANY REPRESENTATIONS OR OTHER STATEMENTS OF THE CO-SPONSORS OR OTHERS. I AGREE THAT THE TERMS OF THIS DOCUMENT ARE BINDING ON ME (AND MY CHILD), MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS (AND THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF MY CHILD).

PRINTED NAME OF PARTICIPANT *(Check Box if a Minor)*	PRINTED NAME OF MINOR'S PARENT OR LEGAL GUARDIAN	SIGNATURE OF PARTICIPANT OR PARENT/LEGAL GUARDIAN IF A MINOR	AREA CODE & TELEPHONE NO.
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PERSONS UNDER 18 YEARS OF AGE MAY NOT SIGN THIS FORM.