



**SPECIAL PROJECT VOLUNTEER SIGN-IN
DURING THE COVID-19 STATE OF EMERGENCY
(CSPF Co-Sponsored Events, Individual)**



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| DISTRICT/PARK UNIT | PROJECT | DATE OF PROJECT |
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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 _____ 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 my child 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.

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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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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 may 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.

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The health and safety of volunteers to California's State Park System and all who take care of it is a priority to State Parks. As California continues to issue guidance on preparing and protecting California from the Coronavirus (COVID-19), California State Parks continues to monitor the situation closely and is following guidance provided by the Governor's Office via the California Department of Public Health (www.cdph.ca.gov), the Centers for Disease Control and Prevention (www.cdc.gov) and Governor's Office of Emergency Services (www.caloes.ca.gov) related to its operations and the safety of its employees, volunteers and visitors.

Undersigned agrees as follows:

That I acknowledge I am aware of the COVID-19 pandemic. I acknowledge that I am aware that COVID-19 is primarily spread person to person by people who are in close contact with one another, defined as within six (6) feet, through respiratory droplets passed by infected persons (who may or may not show symptoms);

That I currently do not have any COVID-19 symptoms identified by the Centers for Disease Control and Prevention (CDC), and I have no known recent exposure (14 days or less) to COVID-19 and I will immediately notify appropriate Department personnel as soon as possible should I develop any symptoms or receive knowledge that I have been or may have been exposed to COVID-19;

That I understand the CDC has identified persons at a higher risk for severe illness from COVID-19 include people 65 years and older and those with underlying medical conditions including but not limited to lung disease, heart conditions, immunocompromised, diabetes, and obesity;

I agree to follow procedures and policies established by California State Parks in consultation with health agencies to reduce the spread of COVID-19 and protect volunteers, employees and visitors;

That I understand there are risks and hazards associated with my participation as a volunteer for California State Parks;

That I hereby release and discharge, agree to indemnify and hold harmless, the State of California, the Department of Parks and Recreation and their agents, employees and representatives, from all claims, demands, actions or judgments which I, or my heirs, executors, administrators or assigns, may have for any and all injuries and damages, known or unknown, caused by or arising out of the above-described activity;

That I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, 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 or the Department of Parks and Recreation, nor will I make any such claim;

That I have read this agreement, waiver and release of claims and understand its terms and I voluntarily execute it with full knowledge of its significance.

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 ALL 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).

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| PRINTED NAME OF PARTICIPANT <i>(Check Box if a Minor)</i> <input type="checkbox"/> | 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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