

SPECIAL EVENT VOLUNTARY LIABILITY RELEASE AND ASSUMPTION OF RISK
Coastal Cleanup Day 2012
Kayak Cleanups

Please read carefully, fill in all blanks, and initial each paragraph before signing.

- I, _____ HEREBY DECLARE THAT I AM TRAINED IN SAFE KAYAK PRACTICES, AND I AM AWARE OF THE INHERENT HAZARDS OF KAYAKING.
- _____ I understand and agree that neither State of California, California Coastal Commission, California Historical Society, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Game, California State Parks, California Department of Transportation, California Department of Boating & Waterways, Ocean Conservancy, City of Agoura Hills, City of Compton, City of Culver City, City of Downey, City of Hermosa Beach, City of Long Beach, City of Los Angeles Bureau of Sanitation, City of Los Angeles Department of Recreation & Parks, City of Los Angeles, City of Malibu, City of Manhattan Beach, City of Rancho Palos Verdes, City of Redondo Beach, City of Santa Monica, City of Torrance, County of Los Angeles Department of Beaches and Harbors, County of Los Angeles Department of Public Works, Cornell Preservation Association, County of Los Angeles, Los Angeles City Council District 12, Los Angeles City Council District 6, Los Angeles Conservation Corps, Office of Senate District 20, U.S. Army Corp of Engineers, American Honda, Arroyo Seco Foundation, Ballona Creek Renaissance, Cabrillo Marine Aquarium, Cafe Tropical, California Wildlife Center, Clean San Pedro, Crystal Geyser, The Crystal Casino and Hotel, Culver City Bike Coalition, Dive N' Surf, Document Consulting Services, Eco Dive Center, Earth Protect, El Dorado Nature Center, Friends of the Ballona Wetlands, Greater Echo Park Elysian Neighborhood Council, Greater Los Angeles Council of Divers, Gruen Associates, Harbor City Neighborhood Council, Honda of Torrance, Hornblower Cruises and Events, Ken Malloy Harbor Regional Park and K.M.H.R.P. Advisory Board and Chadwick School and Palos Verdes/South Bay Audubon Society, Kiwanis Los Angeles and Kiwanis International, KOR Water, KTLA, Local Restaurant, Los Angeles Black Underwater Explorers, Los Angeles Unified School District, Malibu Divers, Malibu Surfing Association, Manhattan Beach Roundhouse Aquarium, Mattel, NAACP, Naam Yoga LA, National Park Service, The Neighborhood Church, Neutrogena, New Hope Missionary Church, New Leaf Landscapes, Otis College of Art & Design, The Pacific American Volunteer Association, Port Royal Yacht Club, Princeton Tec, Ralphs, Redondo Beach SEA Lab, Rise Above Plastics, Santa Monica Bay Restoration Commission, Santa Monica Baykeeper, Santa Monica Conservancy, Santa Monica Pier Aquarium, Santa Monica Windjammers Yacht Club, South Coast Recycling Center, St. Raphael Elementary School, St. Raphael Catholic Church, Sun Lake Drug Store, Surfrider Foundation West L.A./ Malibu Chapter, Tom's Burger, Union Bank, Wisdom Academy, Veggie Grill, Yoga Trailblazers, REI, Boy Scouts of America, Brownies of America, Cub Scouts of America, Girl Scouts of America, Heal the Bay, 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, 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, whether passive or active, of any party, including Released Parties, in connection with the Event.
- _____ I understand that Kayaking involves certain inherent risks, including but not limited to drowning.
- _____ I declare that I am in good mental and physical fitness for Kayaking, and that I am not under the influence of alcohol, nor am I under the influence of drugs that are contra indicatory to Kayaking. If I am taking medication, I declare that I have seen a physician and I have approval to Kayak while under the influence of the medication/drugs.
- _____ I understand that Kayaking is a physically strenuous activity and that I will be exerting myself during this activity, both in and out of the ocean, and that if I am injured as a result of heart attack, etc., that I assume the risks of said injury and I will not hold the Released Parties responsible for the same.
- _____ I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for the same.
- _____ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with Kayaking at Coastal Cleanup Day for any harm, injury or damage that may befall me while a participant, including all risks connected therewith, whether foreseen or unforeseen.
- _____ I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity, or after I complete the activity.
- _____ I further declare that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.
- _____ I understand that the terms herein are contractual, and not a mere recital, that this instrument is a legally binding document, and that I have signed this document of my own free act.

I _____, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES" FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OR RISK BY READING IT (FRONT AND BACK) BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

READ AND SIGN OTHER SIDE (OVER)

**COASTAL CLEANUP DAY 2012 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)**

I agree as follows: 1. I am volunteering my services for Coastal Cleanup Day 2012 (“the Event”); 2. I will perform assigned 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 to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely; 5. I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers; 6. I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; 7. I specifically acknowledge that I am engaging in this activity as a volunteer 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, the Department of Parks and Recreation, the California Coastal Commission, the California State Parks Foundation, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the State of California, California Coastal Commission, California Historical Society, California State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Game, California State Parks, California Department of Transportation, California Department of Boating & Waterways, Ocean Conservancy, City of Agoura Hills, City of Compton, City of Culver City, City of Downey, City of Hermosa Beach, City of Long Beach, City of Los Angeles Bureau of Sanitation, City of Los Angeles Department of Recreation & Parks, City of Los Angeles, City of Malibu, City of Manhattan Beach, City of Rancho Palos Verdes, City of Redondo Beach, City of Santa Monica, City of Torrance, County of Los Angeles Department of Beaches and Harbors, County of Los Angeles Department of Public Works, Cornell Preservation Association, County of Los Angeles, Los Angeles City Council District 12, Los Angeles City Council District 6, Los Angeles Conservation Corps, Office of Senate District 20, U.S. Army Corp of Engineers, American Honda, Arroyo Seco Foundation, Ballona Creek Renaissance, Cabrillo Marine Aquarium, Cafe Tropical, California Wildlife Center, Clean San Pedro, Crystal Geyser, The Crystal Casino and Hotel, Culver City Bike Coalition, Dive N’ Surf, Document Consulting Services, Eco Dive Center, Earth Protect, El Dorado Nature Center, Friends of the Ballona Wetlands, Greater Echo Park Elysian Neighborhood Council, Greater Los Angeles Council of Divers, Gruen Associates, Harbor City Neighborhood Council, Honda of Torrance, Hornblower Cruises and Events, Ken Malloy Harbor Regional Park and K.M.H.R.P. Advisory Board and Chadwick School and Palos Verdes/South Bay Audubon Society, Kiwanis Los Angeles and Kiwanis International, KOR Water, KTLA, Local Restaurant, Los Angeles Black Underwater Explorers, Los Angeles Unified School District, Malibu Divers, Malibu Surfing Association, Manhattan Beach Roundhouse Aquarium, Mattel, NAACP, Naam Yoga LA, National Park Service, The Neighborhood Church, Neutrogena, New Hope Missionary Church, New Leaf Landscapes, Otis College of Art & Design, The Pacific American Volunteer Association, Port Royal Yacht Club, Princeton Tec, Ralphs, Redondo Beach SEA Lab, Rise Above Plastics, Santa Monica Bay Restoration Commission, Santa Monica Baykeeper, Santa Monica Conservancy, Santa Monica Pier Aquarium, Santa Monica Windjammers Yacht Club, South Coast Recycling Center, St. Raphael Elementary School, St. Raphael Catholic Church, Sun Lake Drug Store, Surfrider Foundation West L.A./ Malibu Chapter, Tom’s Burger, Union Bank, Wisdom Academy, Veggie Grill, Yoga Trailblazers, REI, Boy Scouts of America, Brownies of America, Cub Scouts of America, Girl Scouts of America, Heal the Bay, 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, 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, whether passive or active, of any party, including Released Parties, in connection with the Event.

I understand that cleaning up beaches or inland water areas involves 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, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, 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 such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability release, or I have acquired the written consent of my parent or guardian. 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 web sites that promote the programs of the California Coastal Commission and Heal the Bay.

By including my email address below, I understand that the California Coastal Commission and Heal the Bay may contact me about future Coastal Cleanup Day events and other Public Education programs.

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, 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 LIABILITY RELEASE AND ASSUMPTION OF RISK.

_____	_____	_____	_____
Spelling of Participant’s Name	Date	Street Address	Phone
_____	_____	_____	_____
Signature of Participant		City, State, Zip	@ _____ E-mail

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.
I am the parent or legal guardian of the above participant and he/she has my permission to participate in Coastal Cleanup Day. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

_____	_____	_____	_____
Signature of Parent(s) or Legal Guardian(s)	Date	Street Address	Phone
_____	_____	_____	_____
		City, State, Zip	@ _____ E-mail