

**COASTAL CLEANUP DAY 2013 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 2013 ("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 State Parks Foundation, California Department of Parks & Recreation, California Department of Fish & Wildlife, California State Parks, California State Parks Department - Division of Boating & Waterways, California Department of Transportation, CALTRANS, City of Long Beach – El Dorado Nature Center, County of Orange/OC Parks Volunteer Services, Trails4All, Ventura County Coalition for Coastal & Inland Waterways, Heal the Bay, City of Santa Monica, Union Bank, Anheuser-Busch, Kaiser Permanente, Mattel, Safeway, LADWP, LA Waterkeeper, Malibu Surfing Association, Friends of Ballona Wetland, Ballona Creek Restoration, Santa Monica Bay Restoration Foundation, City of Hermosa, City of Culver, City of Downey, City of Torrance, City of Redondo, City of Malibu, Malibu Foundation for Environmental Education, Cabrillo Marine Aquarium, City of Agoura Hills, Greater Los Angeles Council of Divers, Eco Diver Center, Nora Sterry Elementary, City of Palos Verdes Estates, Malibu Divers, Surfrider Foundation, California Wildlife Center, Office of Senate District 20, Conejo Valley YMCA, Ken Malloy Harbor Regional Park, Chase Bank, Café Tropical, Toyota, Vons, The Arbor Collective, Bristol Farms, The Cheesecake Factory, Chipotle, The Counter, Marina Harbor Anchorage, Pacific Mariner's Yacht Club, Ralphs, Pro SUP Shop, REI, UCLA Marina Aquatic Center, Poseidon (SUP), Rustys, KROQ, SEA Lab, Roundhouse Aquarium, Black Surfers Collective, California Historical Society, California Department of Fish & Game, County of Los Angeles Department of Beaches and Harbors, County of Los Angeles Department of Public Works, City of Los Angeles Bureau of Sanitation, City of Los Angeles Department of Recreation & Parks, City of Los Angeles, Los Angeles City Council District 6, Los Angeles Conservation Corps, U.S. Army Corp of Engineers, American Honda, Arroyo Seco Foundation, Ballona Creek Renaissance, City of Rancho Palos Verdes, Crystal Geyser, The Crystal Casino and Hotel, Culver City Bike Coalition, Dive N' Surf, Gruen Associates, Harbor City Neighborhood Council, Honda of Torrance, Ken Malloy Harbor Regional Park, Kiwanis Los Angeles and Kiwanis International, K.M.H.R.P. Advisory Board, KTLA, Local Restaurant, Los Angeles Unified School District, Naam Yoga LA, National Audubon Society, The Neighborhood Church, The Pacific American Volunteer Association, Santa Monica Pier Aquarium, Wisdom Academy, Boy Scouts of America, Adventure Voyaging, Cub Scouts of America, Girl Scouts of America, St. Raphael Elementary School, Port Royal Yacht Club, Friends of the L.A. River, Surfbus, Channel Islands Scuba Dive Team, Channel Islands Scuba, 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.

By including my email address below, I understand that the California Coastal Commission 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	Address	Phone
_____		_____	_____
Signature of Participant		Address	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 or Legal Guardian	Date		Phone
		_____	_____
		Address	E-mail