

AGREEMENT AND RELEASE FROM LIABILITY
CITY OF FREMONT

1. **VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate in the Creek Clean-up or Habitat Restoration at one or more of the following creeks: Ardenwood Creek, Crandall Creek, Irvington Creek, Laguna Creek, Line B Creek, Line N Creek, Mission Creek/Central Park, Sabercat Creek and/or other nearby areas on the date entered on the second page of this form.. I agree to perform only those tasks assigned to me, will observe all safety requirements, and use care in the performance of those tasks. I will not undertake tasks that are beyond my ability or physical capability. I will not use equipment or tools with which I am unfamiliar or do not know how to operate safely.

2. **HAZARDS; SAFETY REQUIREMENTS:** I understand there are risks and hazards associated with my participation in the creek and/or nearby area cleanup, which include by way of description and not limitation, the following: slick and/or uneven surfaces that may affect balance and result in a fall, cuts, scrapes or other injuries; muscle strain or sprain; sunburn, sunstroke, fatigue; dehydration; adverse reactions and or illness related to dust, pollen, contact with plants, contact with standing water, litter and debris, rashes, bug bites, contact with needles and other sharp objects and heavy or oddly shaped objects.

I HAVE REVIEWED AND WILL COMPLY WITH THE SAFETY REQUIREMENTS SET FORTH BELOW:

DO NOT:

- DO NOT pick up the following materials: car batteries, needles (syringes), toxics, and driftwood. Report their location to the event runner or event coordinator.
- DO NOT Handle large drums. Report their location to the cleanup event runner or event coordinator.
- DO NOT lift anything you cannot lift. Request assistance.
- DO NOT carry trash or large amounts of debris back to the registration area. Leave all debris items and bags of trash on the trail and maintenance will collect them.
- DO NOT go near or on steep slopes.
- DO NOT go in unsafe areas.
- DO NOT cross the creek unless absolutely necessary. If crossing is unavoidable, be cautious to avoid falling.

WATCH:

- WATCH for sharp objects, such as glass and syringes (needles). WARNING: Needles can pierce through most gloves and footwear. Report their location to the event runner or event coordinator.
- WATCH for poison oak, poison hemlock, and sharp plants, such as blackberry and stinging nettle
- WATCH for slippery or uneven surfaces

WEAR:

- WEAR gloves at all times when collecting debris.
- WEAR long sleeve shirt, long pants, and a light jacket or rain jacket in case of wet weather.
- WEAR mosquito and tick repellent
- WEAR sturdy boots or shoes that are water resistant or tolerant

BE AWARE OF:

- Ticks, Lyme Disease, and Rocky Mountain Spotted Fever
- Poison Oak, Poison Hemlock and Stinging Nettle
- Honeybee Hives

3. **ASSUMPTION OF RISK:** I AM AWARE THAT PARTICIPATING IN THE CREEK CLEANUP OR HABITAT RESTORATION ACTIVITIES CAN BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THE CREEK CLEANUP AND/OR NEARBY AREAS ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH. I HAVE CAREFULLY READ THE DESCRIPTION OF POTENTIAL HAZARDS AND SAFETY REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS.

4. **RELEASE AND WAIVER OF CLAIMS:** As consideration for being permitted by the City of Fremont, County of Alameda, Fremont Unified School District, and/or Alameda County Flood Control and Conservation District ("Sponsoring Agencies") to participate in this activity and use City and County facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representative individually or together will not make a claim against or sue, the any of the Sponsoring Agencies or any of their officers or employees for injury or damage arising out of my participation in the creek cleanup event or caused by any condition of public property or the negligence or other acts or omissions of any

employee, agent, or contractor of any Sponsoring Agency. I hereby release and discharge each of the Sponsoring Agencies and their officers and employees from all actions, claims, liabilities, or demands that I, my assignees, heirs, distributee, guardians, and legal representatives now have or may hereafter have, for any and all injuries and damages, known or unknown, caused by or arising out of the creek cleanup activities. I also understand and agree that this is a general release and I am voluntarily waiving any rights, I, my heirs, executors, administrator or assigns may have under California Civil Code Section 1542 which states:

“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.”

5. **INDEMNITY:** I agree to indemnify, defend, and save harmless each of the Sponsoring Agencies, and their respective officers, employees, and agents, from and against any and all claims, liability, losses and actions whatsoever (“Claims”), and any legal expenses (such as attorney fees, court costs, investigation costs, and experts’ fees) incurred by the Sponsoring Agency in connection with such Claims, brought for or on account of injuries to or death of any person, or for damage to property arising out of or related to the work or other activity I perform in connection with the creek cleanup event.

6. **VOLUNTEER STATUS:** I acknowledge that I am participating in the creek clean up as a volunteer at my own request and risk and not as an employee of any of the event sponsors, and further acknowledge that I am not entitled to compensation, benefit, or insurance coverage from any Sponsoring Agency nor will I make such a claim.

7. **PHOTO/LIKENESS RELEASE:** I understand and agree that that I may be photographed during the creek and/or nearby areas cleanup event by staff of the Sponsoring Agencies and/or local media covering the event. I hereby authorize the City of Fremont to photograph or film me and consent to the use of my name and/or likeness in the City News (community newsletter), City website (www.fremont.gov), City Cable TV Channel 27, City marketing brochures, and/or related materials. I understand and agree that such materials, including all negatives, positives, and prints shall become and remain the sole property of the City of Fremont and I shall have no right or title to such items. I further understand and agree that these materials may be kept on file and/or used by the City of Fremont for potential future uses and further agree to release the City of Fremont from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

8. **MINOR PARTICIPANT:** To the extent I am executing this Agreement on behalf a minor: I certify that I am the parent or legal guardian of the child under 18 named below who wishes to participate in this event and that I have the authority to execute this Agreement and Release from Liability on behalf of said minor. I do consent and agree to all the terms and conditions of this agreement including the assumption of risk, release and waiver of claims and indemnity, and photo release as described above.

9. **Knowing and Voluntary Execution:** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT IT AFFECTS MY LEGAL RIGHTS AND AGREE TO BE BOUND BY ITS TERMS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT I MAY HAVE FOR INJURIES OR DAMAGES I INCUR DUE TO THE CONDITION OF PUBLIC PROPERTY OR ACTS OR OMISSIONS OF THE SPONSORING AGENCIES AND SIGN IT ON MY OWN FREE WILL WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Date of Creek Cleanup / Habitat Restoration: _____

Signature: _____

Print Name: _____

Date Signed: _____

If you are under 18 years of age, your parent or guardian must sign below:

I have read and understand the complete Agreement and Release from Liability and hereby **give permission** to my child(ren) / ward(s) to participate in the City of Fremont Creek Cleanup and/or Habitat Restoration.

Parent/Guardian:

Signature: _____

Print Name: _____

Date Signed: _____