

Waiver of Liability and Express Assumption of Risk

I, the undersigned, being of lawful age or the parent or legal guardian of the participant involved in the **Inland Empire Waterkeeper Cleanup Event** (hereinafter "Program"), in consideration of the opportunity to participate in the Program, do hereby RELEASE, DISCHARGE, AND HOLD HARMLESS, **Inland Empire Waterkeeper and Orange County Coastkeeper**, and any officer, agent, and/or employee of any one of them FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, OR ANY OTHER LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF, OR RELATING TO OR ARISING OUT OF PARTICIPATION IN THIS PROGRAM. **THE UNDERSIGNED UNDERSTANDS THERE ARE RISKS IN PARTICIPATING IN THIS PROGRAM**, including the risk of possible injury or loss of life as a result of contact with hazardous materials, scientific equipment, boats, wild animals, poisonous plants, snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides or dangerous terrain. Despite these risks the undersigned wishes to proceed and freely accepts and expressly assumes all risk, dangers and hazards that may arise from participation during the duration of the Program. The undersigned acknowledges that the participant has received and read appropriate instruction regarding the Program, including appropriate safety and emergency procedures, and that the participant fully understands those instructions and is capable of and agreeable to following them. In addition, in any actions undertaken during this Program the participant agrees to use only the supplies, tools, and equipment provided by Inland Empire Waterkeeper and Orange County Coastkeeper and understands such equipments intended use. The undersigned knows of no physical disorder which should keep the participant from undertaking the activities associated with the Program, and will not participate if under the influence of alcohol or any drug that could impair his or her physical or mental abilities. The undersigned acknowledges that, as an independent volunteer, the participant will not be considered an employee of Inland Empire Waterkeeper and Orange County Coastkeeper and will have no claims to any Workers' Compensation coverage there under. If the participant should become injured while participating in the Program, the undersigned authorizes any physician or surgeon licensed in the State of California to perform emergency or surgical treatment as in his or her sole judgment may be necessary. Additionally, I authorize that photos taken during the program may be used Inland Empire Waterkeeper and Orange County Coastkeeper for its promotional purposes.

I HAVE READ THIS AGREEMENT. I UNDERSTAND IT. I AGREE TO BE BOUND BY IT.

Participant Signature OR Parent Signature (if Participant is under 18 years of age)

Date _____

Participant's Name _____

Participating Child's Name _____

Date: _____

Emergency Contact Phone Number _____

Inland Empire **WATERKEEPER**®

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

In consideration of my participation and/or the participation of my children as volunteers in the voluntary event (the "Event") brought to my attention by Nestle Waters North America Inc. ("NWNNA"), the undersigned acknowledges, consents and agrees to the following terms and conditions of this Release:

1. **Assumption of Risk.** I represent that both I and my children are medically fit to participate in the Event and that, to the extent necessary, I have consulted my personal physician or other health authority before making this representation and participating in the Event. I am aware that the Event involves certain health and accident risks and I voluntarily and completely assume all such risks and the possibility of personal injury, bodily injury, death, property damage and loss resulting from such risks during my and/or my children's participation at the Event.

2. **Release from Liability.** I HEREBY, FOR MYSELF, MY CHILDREN AND MY HEIRS, FULLY AND FOREVER DISCHARGE AND RELEASE NWNNA, its parent companies, affiliates and subsidiaries and the officers, directors, employees, agents, predecessors, successors and assigns of each (the "Releasees") from any and all claims whatsoever, which may arise in any way from my and/or my children's participation in the Event including, without limitation, claims of personal injury, bodily injury, property damage and death.

3. **Waiver of Claims.** I hereby agree, for myself, my participating children and my heirs, not to sue or initiate any claim of any nature or kind against the Releasees for damages or any other cause of action which I, my children or my heirs may have, including, without limitation, for personal injury, bodily injury, death and/or property damage associated with the Event. I hereby, on behalf of myself, my children and my heirs, waive all such claims and/or causes of action. If I am an employee of NWNNA, I understand that my participation in the Event is a purely voluntary, off-duty activity that is not required by my employer and I agree and understand that any injuries I may sustain as a result of my participation in the Event are not compensable under Workers Compensation laws as such injuries would not arise out of or fall within the course and scope of my employment at NWNNA.

4. **Indemnity Agreement.** I hereby agree, for myself, my children and my heirs, to defend, indemnify and hold harmless the Releasees from any loss, damage, claims, actions, causes of action or proceedings of any kind related to my and/or my children's participation in and/or regarding the Event, including, without limitation, demands, judgments, costs or expenses, incurred by the Releasees arising from such proceedings.

HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE PROVISIONS AND THAT I FULLY UNDERSTAND AND ACCEPT EACH OF THEM.

Sign _____

Date _____

Participant's Name : _____

Participating Child's Name: _____

Date: _____

Email address: _____ Confirm Email Address: _____