

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

I, _____, HEREBY CERTIFY THAT I AM AWARE OF THE INHERENT HAZARDS OF A BEACH CLEANUP

I agree as follows: 1. I am volunteering my services for a Coastal Cleanup program event, including Coastal Cleanup Day, Adopt-A-Beach or Adopt-A-Block ("the Event") on a voluntary basis without anticipation of payment of any kind; 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 (including any watercraft and related equipment and facilities) 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, Northcoast Environmental Center, U.S. Fish and Wildlife Service, CBS Outdoor LLC, 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, Northcoast Environmental Center, U.S. Fish and Wildlife Service, CBS Outdoor LLC, 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. 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 Northcoast Environmental Center and California Coastal Commission.

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

BY THIS INSTRUMENT I DO HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES," AS DEFINED ABOVE, FROM ALL LIBAILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

