

PUTAH CREEK COUNCIL VOLUNTEER RELEASE & INDEMNIFICATION

Awareness and Assumption of Risk: I am volunteering my services for Putah Creek Council’s Community Stewardship Program (Program) on projects which may involve work planting, plant care, irrigation, trash cleanup, and in a native plant nursery on a voluntary basis without anticipation of payment of any kind, and I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk. I understand that my participation in this Program involves certain inherent risks, including, but not limited to, the risks of possible injury, infection or loss of life as a result of any hazardous materials found, poisonous bugs or snakes, or from over-exertion, drowning or other environmental conditions. Despite the risks, I still choose to participate in such Program. I know of no physical limitation that should keep me from undertaking the activities associated with this Program. In consideration for being allowed to participate in this Program , I hereby personally assume all risks in connection with the Program for any harm, injury or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen.

Safety Rules and Instruction: I will not use any equipment or tools with which I am unfamiliar or do not know how to operate safely; I will perform only those tasks assigned to me, observe all written and verbal instruction safety rules, and use care in the performance of my assignments;

Waiver and Release of Claims: I hereby agree to release Putah Creek Council and any other agency co-sponsoring the Program, including the Solano County Water Agency (SCWA), the Lower Putah Creek Coordinating Committee (LPCCC), City of Davis, the California Department of Forestry and Fire Protection, any landowner involved in this Program, any agency that is a part of the LPCCC and any agency or person that contributed funds to this Program or to the LPCCC or Putah Creek Council, and any other organizers or promoters or sponsors or property owners involved in this Program, and their respective employees, officers, agents or assigns, (hereinafter collectively referred to as “Released Parties”), from any liability 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 this Program.

Indemnification: To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless the Released Parties from and against all liabilities, claims, demands and causes of action of any kind on account of any loss, damage, illness or injury to any third party or damage to property in any way arising out of or relating to my participation in the Program.

Medical Care Consent and Waiver: I authorize Putah Creek Council to provide to me with first aid, and through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Putah Creek Council to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made available to me in connection with my participation in the Program.

Publicity Consent: I consent to the unrestricted use in any form of any photographs, interviews, film, other visual or auditory recordings, in any other medium, including the Internet, of me that the Released Parties or others may create in connection with my participation in the Program. I waive my right to inspect or approve the final product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

_____ date _____ Signature _____ Printed Name

If the volunteer is under 18 years of age, parent or guardian must read and sign the following: This release, its significance, and assumption of risk have been explained to and are understood by the minor.

_____ date _____ Signature _____ Printed Name

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