



RELEASE AND INDEMNIFICATION

(Please Read Carefully Before Signing)

In connection with the volunteer clean-up event on and near The Levee, which the activity is to participate as a volunteer in a "Clean Extreme" cleanup (the "Activity") of this site "Site" on April 28, 2018, I, the undersigned (or legal guardian, if minor) agree as follows:

1. I UNDERSTAND THE TERM "SITE" INCLUDES THE ABOVE-MENTIONED AREA, THE TERM "ACTIVITY" INCLUDES TRAVEL TO AND FROM THE SITE AND THAT THE "PARTICIPATING ENTITIES" ARE THE CITY OF LAKE ELSINORE, AND
2. I FULLY RECOGNIZE THE DANGERS OF PARTICIPATING IN THE ACTIVITY, AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION. The dangers that I may encounter include, by way of example only and without limitation: Rattlesnakes, ticks, yellow jackets, bees, wild animals, poison oak, rugged terrain, slippery rocks, terrain, cactus spines, dense vegetation, fire, harsh and quickly changing weather conditions, and stinging nettles.
3. I HAVE BEEN PROPERLY INSTRUCTED AND UNDERSTAND THE USE OF ANY EQUIPMENT I AM TO USE IN THE ACTIVITY. I REALIZE THAT MY PARTICIPATION IN THE ACTIVITY MAY REQUIRE SUSTAINED STRENUOUS PHYSICAL ACTIVITY. I AM IN GOOD HEALTH, AND AM NOT AWARE OF ANY PHYSICAL OR MEDICAL CONDITION THAT MIGHT ENDANGER MYSELF OR OTHER PARTICIPANTS IN THE ACTIVITY. IF I AM TAKING ANY PRESCRIBED MEDICATION, I AGREE TO CARRY SUCH MEDICATION WITH ME AT ALL TIMES. I HAVE BEEN PROPERLY INSTRUCTED AND UNDERSTAND THE USE OF ANY EQUIPMENT I AM TO USE IN THE ACTIVITY.
4. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS, AND GUARDIANS AD LITEM, I HEREBY RELEASE THE PARTICIPATING ENTITIES AND EACH OTHER AND THEIR REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY REFERRED TO AS "AGENTS") FROM ANY AND ALL CLAIMS AND LIABILITY FOR INJURY TO OR DEATH OF ANY PERSON, INCLUDING ME, AND FOR DAMAGES TO OR LOSS, OR DESTRUCTION OF ANY PROPERTY, INCLUDING MY OWN., ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY OR DURING TRAVEL TO OR FROM THE SITE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS.
5. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS AND GUARDIANS AD LITEM, I AGREE NOT TO MAKE A CLAIM AGAINST, SUE, OR ATTACH THE PROPERTY OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS FOR INJURY OR DAMAGE RESULTING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS. HOWSOEVER CAUSED BY THE PARTICIPATING ENTITIES AND THEIR AGENTS ARISING FROM MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO AND FROM THE SITE. I FURTHER AGREE TO INDEMNIFY AND DEFEND AND HOLD HARMLESS THE PARTICIPATING ENTITIES AND THEIR AGENTS FROM ANY AND ALL CLAIMS AND LIABILITIES FOR INJURY TO OR DEATH OF THE UNDERSIGNED, AND FOR DAMAGES TO OR LOSS, OR DESTRUCTION OF PROPERTY OR THE UNDERSIGNED ARISING FROM MY PARTICIPATION IN THE

ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO OR FROM THE SITE(S) WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS.

6. I EXPRESSLY AGREE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER HAS BEEN GIVEN TO ME REGARDING THE CONDITION OF THE SITE OR ANY FACILITIES OR EQUIPMENT THEREON OR ANY MEANS OF TRANSPORTATION TO AND FROM THE SITE, AND AGREE FURTHERMORE, THAT THE PARTICIPATING ENTITIES AND THEIR AGENTS SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE OR OTHER ACTS OR OMISSIONS PERTAINED THERETO.

7. I ASSUME FULL LIABILITY FOR ANY INJURY TO OR DEATH OF ANY PERSON ARISING BY REASON OF MY PARTICIPATION IN THE ACTIVITY, PRESENCE ON THE SITE(S), OR TRAVEL TO OR FROM THE SITE(S) OR FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY ON THE SITE CAUSED BY ME.

8. I GIVE PERMISSION TO THE CITY OF LAKE ELSINORE TO USE ANY AND ALL PHOTOGRAPHS, AND/OR VIDEOS/AUDIOS OF ME OR MY CHILD OBTAINED WHILE PARTICIPATING IN THE MAIN STREET CLEANUP TO PROMOTE THE CLEAN EXTREME PROGRAM AND VOLUNTEERISM.

I HAVE CAREFULLY READ THE RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THIS RELEASE IS CONTRACTUALLY BINDING AND I SIGN IT OF MY OWN FREE WILL.

ADULTS:

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

EMERGENCY CONTACT and PHONE # _____

PARENT OR GUARDIAN OF A MINOR (IF PARTICIPANT IS UNDER 18 YEARS OF AGE):

I, as parent of guardian of the minor(s) named below, give my permission to my child or ward to participate in this Activity, and also agree, individually and on behalf of my child or ward, to all of the terms of this Agreement.

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

EMERGENCY CONTACT and PHONE # _____

Child #1 (Print Name): _____

Child #2 (Print Name): _____

Child #3 (Print Name): _____

Child #4 (Print Name): _____

Signature: _____

Date: _____