



Release and Waiver of Liability

I (The Undersigned) agree as follows: 1. I am voluntarily participating in this Program provided by the Bolsa Chica Conservancy (hereafter called "Conservancy") 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 materials, equipment, machinery, tools and handling of live animals that I may utilize in connection with the Program, and I will not undertake to use or handle any materials, equipment, machinery, tools, or live animals with which I am unfamiliar or which I do not know how to operate or handle safely without getting instruction first 5. I will perform only those tasks assigned, observe all safety rules, will follow all rules and regulations of the Bolsa Chica Ecological Reserve and use care in the performance of my assignments; 6. I specifically acknowledge that I am engaging in this activity voluntarily and that I am not entitled to any compensation, benefit or insurance coverage from the Bolsa Chica Conservancy, California State Lands Commission (SLC), the California Department of Fish and Wildlife (CDFW), Orange County Public Works (OCPW), Orange County Flood Division (OCF), Orange County Transportation Authority (OCTA), Orange County Parks (OC Parks), Bolsa Chica State Beach (BCSB), City of Huntington Beach, and the Department of Parks and Recreation (DPR) even though my participation in the Program may occur on lands owned or managed by the above listed agencies or any program promoter, sponsor, or organizer, nor will I make any such claim.

I (The Undersigned) understand the inherent risks of bodily injury, infection, loss of life, or property damage due to my participation in the Program. If I intend to use a watercraft in connection with the Program, I also understand the risks related to the acquisition and use of such crafts, including but not limited to risks related to marine facilities, weather, tides, water movement, watercraft operation (including risks related to exertion), collisions, water temperature (including hypothermia), sun exposure, swimming proficiency, and rescue efforts. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Program. I personally assume all risks, whether foreseen or unforeseen, in connection with the Program of any harm, injury or damage that may befall me as a participant. If I am injured during the Program, 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 acknowledge that I have read and understand **Section 1542 of the California Civil Code** which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." **I hereby expressly waive** and relinquish all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to my release of any claims I may have against the Conservancy.

Consent to Photograph, Video, or Audiotape

I hereby consent to authorize the use and reproduction by the Conservancy of images of myself or my child/ward during their participation in the Program in the Conservancy's publications, on the website, and in other advertising media.

- I consent to the use of mine or my child/ward's image I do NOT consent to the use of mine or my child/ward's image

Permission to Participate

I am over the age of eighteen and legally competent to sign this liability release. 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.

IF PARTICIPANT IS UNDER 18, THE PARENT (OR LEGAL GUARDIAN) MUST SIGN BELOW and agrees that they have read and agree to the provisions stated above for themselves and the participant.

- I am 18 years or older I am less than 18 years old

I (The Undersigned) hereby voluntarily release, discharge, agree to indemnify and hold harmless the Bolsa Chica Conservancy, its directors, officers, agents, and employees, from any claim or lawsuit and all liability for personal injury, infection, loss of life or property damage, known or unknown, to the participant and all his/her heirs, next of kin, executors, personal representatives, or assigns, caused by or arising out of the participation, and including claims based on negligence of other participants or the released parties whether passive or active in this Program provided by the Bolsa Chica Conservancy.

Spelling of Participant's Name (Print)

Signature of Participant OR Parent/Legal Guardian of Participant

Spelling of Parent/Legal Guardian of Participant (If under 18)

Date