TO VOLUNTEER YOU MUST SIGN AND BRING BOTH THE CITY OF OAKLAND AND FRIENDS OF SAUSAL **CREEK WAIVER** FORMS. IF YOU ARE **UNDER 18, A** PARENTAL SIGNATURE IS ALSO REQUIRED ON **BOTH FORMS.**

THANK YOU.

Friends of Sausal Creek Volunteer Acknowledgement of Risk Waiver and Release of Liability

I wish to volunteer with the Friends of Sausal Creek (FOSC) restoration, environmental and educational activities. I understand that FOSC is a nonprofit organization and that many of its activities occur in and around creeks, canyons, flood control easements, park and open space areas which may not be maintained for public use. I am aware that potential hazards to my health and safety include but are not limited to possible serious injury, infection, illness or loss of life as a result of: rough terrain, slippery rocks, poison oak, tool use, debris, rock and mudslides, exposure to sun, wet or cold, over-exertion and possible water pollution. Despite these risks, I choose to participate in such activity. I understand that I alone am responsible for evaluating my own physical abilities and limitations regarding FOSC activities, and will only perform volunteer work that I feel comfortable doing. I assume any and all risks of injury and harm (including death) related to my participation in FOSC activities.

I hereby waive, release and hold harmless FOSC, its directors, officers, employees, volunteers and agents from any and all liability, claims, costs or damages (including but not limited to personal injury, property damage or monetary loss) which may arise from my participation in FOSC activities or which may arise as a result of the negligence, whether passive or active, of those released herein, of other participants in FOSC activities, or of third parties.

I understand that this Waiver and Release of Liability is contractual and not a mere recital and is binding on me, my family, estate, heirs and assigns and applies to all losses whether known or unknown related to my participation in FOSC activities.

I hereby grant to FOSC all right, title and interest in any photographic image, video or audio recording of me, and in any photographic image, video or audio recording taken or created by me, during my participation in FOSC activities and agree to allow my image and voice, as well as any images or videos taken by me and provided to FOSC in any format, to be used in published materials and websites that promote FOSC.

I am 18 years or older and have read and fully understand the terms set forth in this Volunteer Acknowledgement of Risk, Waiver and Release of Liability. I understand that this document is legally binding and sign below of my own free act.

Participant's Name	Participant's Signature		Date	
Emergency Contact: Name			Phone	
How may FOSC contact you?	Email newsletter	Add me to your lists	erv	
Email Address	Street Address, City, Zip Code		Phone	

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN. I am the parent or legal guardian of the above participant and he/she has my permission to participate in FOSC volunteer activities. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the sponsors and organizers of the volunteer activities are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.

VOLUNTEER WAIVER & RELEASE OF LIABILITY

I, ______, am voluntarily participating in the Oakland Public Works volunteer program at ______. I have read and agree to follow the Volunteer Guidelines. I acknowledge my participation in these events does not come without the risk of injury or harm; I accept this risk, and assume responsibility for all liability and risk associated with my participation.

I agree to hold harmless, release, waive and forever discharge the City of Oakland, its employees, departments, officers and agents, from any and all claims or demands I may have by reason of any accident, illness, injury, loss, destruction or damage to property, arising or resulting directly or indirectly from my participation in this activity. I further covenant not to bring any legal action against the City of Oakland, its employees, departments, officers and agents, for any injury, loss or damage resulting from my participation in this activity.

This Waiver and Release is contractual and not a mere recital and applies whether or not injury or loss resulting from this activity is caused by an act or omission of the City, its employees, departments, officers or agents, negligent or otherwise.

This Waiver and Release is binding on my heirs, executors, administrators, assigns, and all of my family members, and applies to all losses, whether known or unknown, suspected or unsuspected, related to my participation in this activity.

I hereby grant permission to the City of Oakland to use photographs and video of me taken during this activity on its website and in other publications, at the City's sole discretion and without further consideration.

This Waiver and Release was executed on ______ at Oakland, California and is valid for a 12 month period from the date of signing.

Print Participant's Name

Age (if under 18)

Signature of Participant*

Date

*If under 18 years old, parent or guardian must also sign below

Print Parent/Guardian Name

Signature of Parent/Guardian

This form and a version that accommodates multiple signatures are available at <u>www.oaklandadoptaspot.org</u>.



Public Works Department • Bureau of Facilities & Environment • Environmental Services Division Adopt a Spot Program • 250 Frank H. Ogawa Plaza, Suite 5301, Oakland CA 94612