

**CLEANUP DAY 2014 WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK  
(PLEASE READ CAREFULLY)**

I agree as follows: 1. I am volunteering my services for the North Fair Oaks Cleanup Day May 31<sup>st</sup>, 2014 (“Be Seen Keepin’ It Clean”); 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 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 County of San Mateo employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the County of San Mateo, the Department of Public Works, or any Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the County of San Mateo, volunteer site captains and their organizations, 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 inland 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 and insects, poisonous plants, or from over-exertion or environmental conditions, including but not limited to sun exposure, or dangerous terrain. 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 provided below 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 HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.**

**PHOTO/MODEL RELEASE**

I, hereby authorize the County of San Mateo to use my name, and likeness (or excerpts there from), on film, tape, videos or as photographic images. I hereby waive the right to any and all payment or compensation for appearance in a videotape, film, brochure, Web page or newsprint and grant the right to make unlimited use of my image and/or voice in whatever production they desire for non-commercial purposes. I agree to hold County harmless from any liability arising from my performance or appearance.

_____	_____	_____	_____
Print Name of Participant’s	Date	Address	Phone
_____		_____	_____
Signature of Participant		City/State	E-mail

**IF PARTICIPANT IS UNDER THE AGE OF 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 the Cleanup Day. 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 Event 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.**

_____	_____	_____	_____
Signature of Parent or Legal Guardian	Date		Phone
		_____	_____
		Address	E-mail
		_____	_____
		City/State/Zip Code	