

WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK

I, the undersigned, being of lawful age or the parent/legal guardian of the participant involved in any program of the City of Huntington Beach (hereinafter "Program"), in consideration of the opportunity to participate in the Program, do hereby RELEASE, DISCHARGE AND HOLD HARMLESS, the City of Huntington Beach, the Huntington Beach Tree Society, Inc (HBTS) and its officers, agents, and/or employees FROM ANY AND ALL LIABILITY FOR DAMAGES OR CLAIMS FOR DAMAGES AS A RESULT OF PERSONAL INJURY, INCLUDING ACCIDENTAL DEATH, AS WELL AS FROM CLAIMS AS A RESULT OF PROEPRTY DAMAGE, OR ANY OTHER LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN, WHICH MAY ARISE IN CONNECTION WITH THE PROGRAM. THE UNDERSIGNED REALIZES THERE ARE RISKS IN PARTICIPATING IN THIS PROGRAM. These risks include, but are not limited to, severe lacerations and/or cuts, head traumas, injuries to joints and/or muscles, back or spinal injuries, paralysis, the risk of possible injury or loss of life as a result of contact with poisonous plants, snakes, or from over-exertion of environmental conditions. Despite these risks I wish to proceed and FREELY ACCEPT AND ASSUME ALL RISK, DANGERS, AND HAZARDS THAT MAY ARISE FROM MY PARTICIPATION during the Program. I acknowledge that I have received appropriate instruction regarding the Program, including appropriate safety and emergency procedures, and that I fully understand those instructions and am capable of and agreeable to following them. In addition, in any actions undertaken during this Program I agree to use the supplies, tools, and equipment to its proper use and represent and warrant that I understand such equipment's intended use.

I acknowledge, agree, and represent that I understand the nature of the Program and that I am qualified, in good health, and in proper physical condition to participate in the Program. I further agree and warrant that I will not participate in the Program and will immediately discontinue participation in the Program if I am under the influence of alcohol or any drug that could impair my physical or mental abilities, or if at any time I believe my conditions to be unsafe for any reason. I acknowledge that, as an independent volunteer, I will not be considered an employee of the City of Huntington Beach and will have no claim to any Workers' Compensation coverage. If I should become injured while participating in the Program, I authorize any physician or surgeon licensed in the State of California to perform emergency or surgical treatment that may be necessary, in his or her sole judgment.

I hereby grant the City and the HBTS the right to photograph and/or video record me during the Program, and to use my photograph and/or video-recorded likeness, voice, and/or appearance taken during the Program for any purpose, including publicity and promotion of the City and/or the Program without compensation for such use.

In giving the foregoing release and waiver, I expressly waive any and all rights conferred upon me by the provisions of California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

" BY SIGNING BELOW, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ AND UNDERSTAND THE ABOVE, AND THAT BY VOLUNTARILY SIGNING THE SAME I AM GIVING UP IMPORTANT LEGAL RIGHTS.

Signature of Participant: _____ Date: _____

Please print name of Participant: _____

Printed name of Minor: _____ Date of Minor Birth _____

Signature of Parent/Legal Guardian (if Minor): _____

(Please Print) Street Address: City, State, Zip or Email address:
