



CITY OF HERMOSA

WAIVER AND RELEASE OF LIABILITY

I, the undersigned, certify that I am in good physical condition and wish to participate in _____, in the City of Hermosa Beach. I hereby acknowledge that my participation in this project is voluntary.

I am aware and acknowledge that serious accidents occasionally occur during the day's activities; and that participants occasionally sustain serious personal injury or death and/or property damage, as a consequence thereof. I understand that included among the dangerous elements of clean-up day activities are risks associated with the weather, discarded items (e.g., broken glass, nails, metal cans, syringes, etc.), weeding, removing tree debris, painting, the use of tools, insects, wildlife, and of injury as a result of being struck by another participant or his/her equipment. I understand that paths, sidewalks, and streets cannot be guaranteed to be smooth or free from defects, and that there is a risk of injury as a result of tripping, falling, or striking an unknown object. I understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in clean-up day activities. If, however, I observe any unusual and/or significant hazard I will bring such to the attention of the nearest official immediately and remove myself from participation if necessary.

I understand that the City of Hermosa Beach will allow me to participate in the project only on the condition that I assume all risks involved in such participation and that I release the City of Hermosa Beach, its officers, agents and employees, from liability, as specified below.

In consideration of my participation in the days' activities, I voluntarily release the City of Hermosa Beach, its respective officers, agents, employees, members, and volunteers from any and all liability for injuries or death or property damage resulting from or in any way connected with my participation in clean-up and restoration activities, that this waiver and release is applicable even though the negligent activities of the City of Hermosa Beach, its respective officers, agents, employees, members, or volunteers may have caused or contributed to the injury or death or property damage, and this document is binding on my heirs and dependents as well as myself. Additionally, this Waiver and Release will apply to any injury, death, and/or property damage caused or allegedly caused by a dangerous condition of public property. I freely and voluntarily expressly assume all the risks of participating in these restoration activities.

I represent that to the best of my knowledge that I have no medical, physical, and/or emotional health condition which would hinder or prevent my participation in the clean-up and restoration activities. I also certify that I am physically fit, have sufficiently trained for participation in restoration day activities and have not been advised otherwise by a qualified medical person. In the case of sickness, accident, or injury, the City of Hermosa Beach, its respective officers, agents, employees, members, or volunteers have my express permission to secure, at my expense, such medical attention as is deemed necessary in the sole discretion of the City of Hermosa Beach, its respective officers, agents, employees, members, or volunteers.

I understand that during restoration activities, I may be photographed. I agree to allow photo, video, or film likeness of me to be used for any legitimate purpose by the City of Hermosa Beach, its respective officers, agents, employees, members, volunteers, officials, producers, sponsors, organizers, and/or assigns.

Lastly, I agree to accept and abide by the rules and regulations of the Area Captains and City of Hermosa Beach employees.

I HAVE FULLY INFORMED MYSELF OF THE POTENTIAL HAZARDS ASSOCIATED WITH PARTICIPATION IN THE PROJECT AND OF THE CONTENTS OF THIS WAIVER AND RELEASE OF LIABILITY BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Print Name of Participant

Signature of Participant

Date

IF PARTICIPANT IS UNDER 18 OR UNABLE TO SIGN FOR THEMSELVES, THE PARENT(S) OR GUARDIAN(S) MUST SIGN.

THE ABOVE PARTICIPANT HAS MY PERMISSION TO PARTICIPATE IN THE RESTORATION ACTIVITIES. I HAVE READ AND AGREE TO BE BOUND BY THE PROVISIONS SET FORTH ABOVE. I AM AUTHORIZED TO MAKE BINDING COMMITMENTS ON BEHALF OF THE MINOR WHOSE SIGNATURE APPEARS ABOVE.

I KNOW OF NO HEALTH LIMITATIONS WHICH MAY RESTRICT THIS VOLUNTEER'S PARTICIPATION IN THIS ACTIVITY.

Print Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date