



City of Emeryville Coastal Clean-Up Day September 21, 2019

RELEASE FROM LIABILITY AND ASSUMPTION OF RISK OF INJURY AND DAMAGE

Voluntary Participation

I hereby acknowledge that I have voluntarily agreed to participate in the “Coastal Clean-up Day” sponsored and supervised by the City of Emeryville, which will be held on Saturday, September 21, 2019. I understand this event involves the clean up of property owned by the East Bay Regional Park District and the City of Emeryville (collectively the “Owners”) located along the Frontage Road from Powell Street to the Berkeley City line and from Frontage Road and Powell Street to the Marina in the City of Emeryville, California (collectively the “Property”).

Assumption of Risk

I am aware that participating in “Coastal Clean-Up Day” on the Property can be hazardous and dangerous due to the conditions at and around the Property and the nature of the activities involved. I hereby elect to enter the Property and participate in Coastal Clean-up Day knowing about these conditions and knowing that accidents may occur, and I expressly agree to assume and accept any and all risks of loss, damage, injury, or death, including the possible exposure to substances declared to be toxic or hazardous, that the undersigned may sustain in connection with participation in Coastal Clean-up Day on the Property.

Consent to be Photographed/Filmed and To Use Likeness

I further grant to Owners, their representatives and employees the right to take photographs and to film me and my property in connection with Coastal Clean-up Day”. I authorize Owners, their assigns and transferees to copyright, use and publish the same in print, film, and/or electronically. I agree that Owners may use such images of me without or without my name and for any lawful purpose, including for example, such purposes as publicity, illustration, advertising and internet content.

Release

I FURTHER AGREE THAT AS CONSIDERATION FOR THE OWNERS’ PERMISSION TO ENTER UPON THE PROPERTY TO PARTICIPATE IN COASTAL CLEAN-UP DAY, I HEREBY WAIVE, RELEASE, DISCHARGE, AND PROMISE NOT TO SUE THE EAST BAY REGIONAL PARK DISTRICT, THE CITY OF EMERYVILLE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, FRIENDS OF EMERYVILLE, BAY CITIES JOINT POWERS INSURANCE AUTHORITY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATED ORGANIZATIONS (COLLECTIVELY THE “RELEASEES”) FROM ANY AND ALL RIGHTS, LIABILITIES, CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DEMANDS, DAMAGES, COSTS, EXPENSES (INCLUDING ATTORNEY’S FEES AND COSTS) OR OTHER COMPENSATION WHATSOEVER, INCLUDING CLAIMS AND DEMANDS FOR THE POSSIBLE EXPOSURE TO SUBSTANCES DECLARED TO BE TOXIC OR HAZARDOUS, IN LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, DIRECT OR INDIRECT, FORSEEABLE OR UNFORSEEABLE, ABSOLUTE OR CONTINGENT, THAT I HAVE OR MAY HAVE OR WHICH ARISE IN THE FUTURE ARISING OUT OF DIRECTLY OR INDIRECTLY, OR IN ANY WAY CONNECTED WITH PARTICIPATION IN COASTAL CLEAN-UP DAY ON THE PROPERTY.

All Medical Attention To Minor(s)

I hereby grant Releasees, anyone acting on behalf of Releasees, and anyone supervising or participating in Coastal Clean-up Day on the Property (collectively, the “Participants”), the absolute discretion to allow any medical treatment to the minor(s) named below that the Participants should deem necessary as a result of any injury to said minor(s) sustained while participating in Coastal Clean-up Day on the Property. I hereby waive, release, discharge, and promise not to sue the Participants from any and all liability to myself and my assigns, heirs, guardians or legal representatives of the undersigned as a result of any injury, loss or death resulting from such medical treatment or lack of medical treatment. I understand and agree by granting the Participants the discretion to allow such medical treatment, the Releasees have not agreed to undertake or provide any medical treatment to said minor(s), or to any other Participant in Coastal Clean-up Day on the Property.

Knowing and Voluntary Execution

I have carefully read this agreement and fully understand its contents. I am aware that this agreement is a release of liability of Releasees and is a contract between myself and Releasees, and I sign the agreement voluntarily.

1. Name _____ Address _____

Email address _____

Use page 2 for additional names

2. Name _____ Address _____

Email address _____

3. Name _____ Address _____

Email address _____

4. Name _____ Address _____

Email address _____

5. Name _____ Address _____

Email address _____

6. Name _____ Address _____

Email address _____