

CITY OF ELK GROVE
ELK GROVE CREEK CLEAN-UP (Zimbelman Park, 9191 Big Horn Blvd., Elk Grove)
PARTICIPANT'S RELEASE AND WAIVER OF CLAIMS

1. This Release and Waiver of Claims (hereafter, "Waiver") is entered into by (hereafter, "Volunteer"). Volunteer is over 18 years of age. (If Volunteer is under 18 years of age, Waiver must be signed by parent or guardian).
2. The Laguna Creek Watershed Council is hosting a Creek Clean-up event ("Clean-up"), to be held on September 21, 2016 in the City of Elk Grove ("City"). Volunteer's participation in the Clean-up is voluntary and volunteer agrees to the terms set forth herein.
4. By executing this Waiver, Volunteer acknowledges and understands that while attending and participating in the Clean-up, Volunteer may be exposed to risk of personal injury and/or property damage. Volunteer hereby expressly waives and releases the City, and any and all of its employees, officers, officials, contractors and authorized volunteers, and anyone working on their behalf, from any and all claims, causes of action, damages, costs, and expenses (including, but not limited to, attorney's fees), and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen, or unforeseen, fixed or contingent, that Volunteer may have against the City that may in any way be related or caused by Volunteer's attendance and participation in the Clean-up, unless such actions are caused by the sole and gross negligence and willful misconduct of the City. Without in any way limiting the generality of the foregoing, Volunteer hereby waives any right of action against the City for injuries or damages sustained while attending and participating in the Clean-up.
5. By executing this Waiver, Volunteer understands and acknowledges that he/she expressly is waiving any and all rights he/she may have under California Civil Code section 1542. That code section provides: A general release does not extend to claims which the creditor does not know or suspect to exist in her or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor. In that connection, Volunteer realizes and acknowledges that Volunteer expressly waives and releases the City, and any and all of its employees or officers, from any liability for claims that are now unknown, unsuspected, or unforeseen.
6. Volunteer expressly acknowledges that he/she has read this Waiver and understands all terms and conditions contained in it. Volunteer further expressly acknowledges and agrees that he/she has not received any promise or inducement to enter into this Waiver, and that this Waiver is entered into freely, voluntarily and without undue influence or duress.
7. Volunteer acknowledges that the City may from time to time publish newsletters, brochures, flyers, videos, or other printed or visual material containing pictures or images of Volunteer. Volunteer hereby expressly grants the City permission to use images of his/her likeness in any such printed or visual material for purposes of promoting City events or activities.
8. This Release and Waiver shall be deemed to be made in, governed by, and construed in accordance with the laws of the State of California. Any legal action arising out of this Waiver shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.
9. Volunteer agrees and acknowledges that Volunteer has had a full and fair opportunity to review the provisions of this Release and Waiver and to have such provisions reviewed by legal counsel. Any ambiguities in construing or interpreting this Release and Waiver shall not be resolved against the drafting party.

10. The invalidity, illegality or unenforceability, of any provision of this Release and Waiver shall not render the other provisions invalid, illegal or unenforceable.

11. This instrument constitutes the entire agreement concerning the subject matter hereof and supersedes any and all prior oral and written communications regarding the subject matter hereof.

12. By signing below, I acknowledge and represent that **I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect.

This Release and Waiver of Claims is entered into this ____ day of September, 2019 at Elk Grove, California.

IF 18 YEARS OF AGE OR OLDER:

I declare under the penalty of perjury of the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement.

Print Name of Volunteer: _____

Signature: _____

Volunteer Address: _____

Telephone Number: _____

Date of Birth: _____

IF UNDER 18 YEARS OF AGE:

Print Name of Parent or Guardian: _____

Signature: _____

Relationship: _____

Address: _____

Telephone: _____