

**San Leandro Creekside Restoration
Waiver, Release and Indemnity Agreement**

Name _____ (please print) Email _____

Street _____

City/State/Zip _____ Phone _____

I, the above-named participant, have volunteered to participate in the San Leandro Creekside Restoration. I understand that this project's activities take place in and around San Leandro Creek. Potential hazards to health and safety within the work areas include but are not limited to: automobiles, curbs, drains, debris, poison oak, water pollution, and slippery creek banks. I further understand that I alone shall be responsible for evaluating my own physical limitations and participating in any activities accordingly.

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging in the activities of the San Leandro Creekside Restoration, or any activities incidental thereto, wherever or however the same may occur, and for whatever period said activities may continue, and I do, for myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and relinquish any action, or causes of action aforesaid which may hereafter arise for me and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute or present any claim for personal injury, property damage, or wrongful death against the San Leandro Creekside Restoration or against any group connected with the San Leandro Creekside Restoration for any of the said causes of action, whether the same shall arise by the negligence of any of the said persons, or otherwise. It is my intent by this instrument to exempt and relieve the afore described groups connected with the San Leandro Creekside Restoration from liability for personal injury, property damage, or wrongful death caused by negligence or otherwise.

I, for myself, my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the groups associated with the San Leandro Creekside Restoration, I shall indemnify and save harmless those groups from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage, or wrongful death.

I, the undersigned, acknowledge that I have read the foregoing Waiver, Release, and Indemnity Agreement, have been advised of the potential dangers incidental to engaging in the San Leandro Creekside Restoration, and am fully aware of the legal consequences of signing the within statement.

Signature of Participant
(Parent or guardian must sign if participant is under 18 years of age)

Date