

Assumption of Risk and Release of Liability

In consideration of being allowed to participate in a volunteer activity or program or tour described as:

Being conducted by River Partners, a California non-profit corporation, at the project site location:

These activities will occur on date: _____, I agree:

1. I acknowledge and agree that my participation is subject to hazards created by the condition of the property, which is riparian property, including dust, poison oak, animals and insects, uneven terrain, brush and trees, water hazards, allergens (including pollen, nuts and hay), the condition of any equipment or tools I may use in such activity, the use of vehicles and the conduct of others. River Partners and its agents and contractors and, if the activity is on land owned by another, the owner of the land on which such activity is being conducted shall have no responsibility for any loss or injury which I may suffer as a result of such hazards. I ASSUME ALL RISKS OF SUCH HAZARDS, BOTH KNOWN AND UNKNOWN, REGARDLESS OF WHETHER OR NOT ANY LOSS IS CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF, OR FAILURE TO WARN, BY RIVER PARTNERS, ITS AGENTS AND CONTRACTORS OR THE LANDOWNER.

2. I RELEASE RIVER PARTNERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS FROM ALL LIABILITY FOR INJURY TO ME OR TO MY PROPERTY, WHETHER CAUSED BY A CONDITION OF THE PROPERTY ON WHICH SUCH ACTIVITY OR PROGRAM IS CONDUCTED OR THE NEGLIGENCE OF RIVER PARTNERS OR ITS AGENTS, EMPLOYEES OR CONTRACTORS, OR THE LANDOWNER OR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OTHER PERSONS ON THE PROPERTY.

THIS ASSUMPTION OF RISK AND RELEASE IS INTENDED BY ME TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED IN CALIFORNIA AND SHALL BE BINDING ON ME AND MY HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND SUCCESSORS IN INTEREST.

3. IF THE PARTICIPANT IS UNDER 18, I CONSENT TO HIS/HER PARTICIPATION IN THE ABOVE DESCRIBED ACTIVITY AND GIVE THE FOREGOING ASSUMPTION OF RISK AND RELEASE OF LIABILITY ON SUCH MINOR'S BEHALF AND ON MY OWN BEHALF. I REPRESENT AND WARRANT THAT I AM THE PARENT OR LEGAL GUARDIAN OF SUCH MINOR AND AM AUTHORIZED TO GIVE THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY ON BEHALF OF SUCH MINOR AND SUCH MINOR'S HEIRS TO THE MAXIMUM EXTENT PERMITTED BY LAW.

By signing this document, I acknowledge that I have read and understand the terms of this assumption of risk and release of liability and agree to its terms.

Date: _____

Name of Participant: _____

Age of Participant: _____

Participant Signature: _____

If Participant is under 18:

Name of Parent or Guardian: _____

Address of Parent of Guardian _____

Signature of Parent or Guardian: _____