

# Participant Liability Waiver and Agreement



34199 County Road 20, PO Box 8249 • Woodland, California 95695 • (530) 661-1070 • [www.cachecreekconservancy.org](http://www.cachecreekconservancy.org)

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The Cache Creek Conservancy (CCC) is a non-profit organization dedicated to the stewardship of the stream environment along Cache Creek. We are engaged in restoration, education and outreach activities. By signing below, I the Participant (or legal guardian, on the Participant's behalf), agree that:

**1. Policies and Safety Rules.** For my safety and that of others, I will comply with CCC's participant policies and safety rules and its other directions for all participant activities.

**2. Awareness and Assumption of Risk.** I understand the Preserve is being used for recreational purposes only as set forth in California Civil Code § 846; the Preserve and other potential work sites are maintained in a natural state and that there are hazards which may exist which if confronted may result in injury or illness; and that I have visited and examined the property and assume the risk of injury or illness of any type which is caused by or arises from the natural condition of the property.

**3. Waiver and Release of Claims.** I waive and release any and all claims against the owner or owners of premises on which CCC programs take place (collectively, the "Landowner"), CCC, other tenants of Landowner's premises, and CCC's, Landowner's, and other tenants' directors, officers, agents, employees, volunteers, participants and affiliates (collectively, the "Released Parties"), for any liability, loss, damages, claims, expenses and attorneys' fees (collectively, "Liabilities") resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at a CCC program, or participation in CCC activities, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims. I waive the protections of Section 1542 of the California Civil Code, which provides that a general release does not extend to certain claims not known to me at the time I signed this waiver and release. I understand that CCC would not permit me to participate without my agreeing to these waivers and releases.

**4. Medical Care Consent and Waiver.** I authorize CCC to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon CCC to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my participant activities with CCC.

**5. Indemnification.** I will defend, indemnify, and hold the Released Parties harmless from and against any and all Liabilities, including without limitation, Liabilities arising from any injury, property damage, or death that may be suffered by me or any person in a relationship with me or any other third party, which may arise directly or indirectly from my CCC participant activities, except and only to the extent the liability is caused by the gross negligence or willful misconduct of the relevant Released Party.

**6. Publicity.** I consent to the unrestricted use in any form of any photographs, interviews, film, videotapes, other visual or auditory recordings, in any other medium, including the Internet, of me that the Released Parties or others may create in connection with my participation in the activities for the CCC. I waive any right to inspect or approve the finished product and acknowledge that I am not entitled to any compensation for creation or use of the finished product.

If you do not wish to agree to this publicity consent, please check this box:

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Participant Signature

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Date

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Participant Name

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Parent's/Guardian's Signature (if under 18)

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Date

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Parent's/Guardian's Name (if under 18)