Alameda County Flood Control & Water Conservation District, Zone 7 ("Zone 7")
City of Dublin, City of Livermore, City of Pleasanton
And Alameda County Resource Conservation District ("ACRCD")

VOLUNTEER'S WAIVER OF LIABILITY & ASSUMPTION OF RISK

In exchange for being allowed to participate in the Living Arroyos 2025-26 Program ("the Event"), and to gain the benefits of participation in the Program, I, and, if my child is a minor, my child ("Participant") agree to enter into the following Waiver of Liability & Assumption of Risk:

1. Participant will not be compensated for services provided at the Event;
2. Participant will perform tasks that are within Participant's physical capability, and will not undertake tasks that are beyond Participant's ability;
3. Participant will not participate if under the influence of alcohol or any drug that could impair Participant's physical or mental abilities;
4. Participant is familiar with the safe operation and use of machinery, equipment and tools that Participant may utilize in connection with the Event, and Participant will not undertake the use of any machinery, equipment or tools with which Participant is unfamiliar or do not know how to operate safely;
5. Participant specifically acknowledges that participation in this activity is as a volunteer and not as a City of Dublin, City of Livermore, City of Pleasanton, Zone 7, or ACRCD employee, agent, official, officer or representative, and further acknowledges that Participant is not entitled to any compensation, benefit or insurance coverage from the City of Dublin, City of Livermore, City of Pleasanton, Zone 7, ACRCD or any Event promoter or sponsor, nor will Participant make any such claim.

Participant understands and agrees that neither the City of Dublin, City of Livermore, City of Pleasanton, Zone 7, ACRCD nor any of their respective employees, officers, agents or assigns, (collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family members, heirs or assigns, that may occur as a result of Participant's participation in the Event, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active, except that which is the result of gross negligence and/or wanton misconduct of persons or entities listed above, arising from, or in any way connected with participation.

Participant understands that participation in the Event may involve certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, insects or snakes, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides or dangerous terrain. Despite the risks, Participant still chooses to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Event. In consideration for being allowed to participate, Participant personally assumes all risks, whether foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall Participant.

If Participant is injured during the Event, Participant authorizes any physician licensed in California to perform emergency treatment as in his or her sole judgment may be necessary. Participant is over the age of eighteen (18) and legally competent to sign this liability release, or has acquired the written consent of Participant's parent or guardian (see below). Participant understands that the

terms herein are contractual and not a mere recital, this instrument is legally binding, and Participant or Participant's parent or guardian has signed this document of their own free act.

Participant/Participant's parent or guardian agrees to allow Participant's image to be used in published materials and websites that promote the programs of the City of Dublin, City of Livermore, City of Pleasanton, Zone 7, ACRCD or this Event.

In exchange for being permitted to participate in the Event, Participant hereby releases and holds harmless the Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family members, estate, heirs, or assigns, arising out of Participant's participation in the Event, including both claims arising during the activity and after Participant completes the activity, and including claims based on negligence of other participants or the Released Parties, whether passive or active.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR MYSELF AND MY CHILD.

_____ _____ _____

Event Participant Name [please print] Signature Date

_____

Address Apt #

_____

City State Zip code

_____

E-mail address

_____

Phone Number

IF PARTICIPANT IS UNDER THE AGE OF 18:

My child is participating in this activity voluntarily. My child is physically fit to participate in this activity. I understand that this activity may involve the risks, as stated above, and knowing and accepting these risks, I give my express permission for my child to participate in this activity.

So that my child may participate in the Event and gain the benefits of that participation, on behalf of my child, I hereby assume all risk and hereby waive, release and discharge the City of Dublin, City of Livermore, City of Pleasanton, Zone 7, ACRCD, their respective employees, officers, agents or assigns for any and all claims for damages for personal injuries or claims for damages to property which my child or my child's heirs or assigns may have or which may accrue arising out of my child's participation in the Event, except that which is the result of gross negligence and/or wanton misconduct of persons or entities listed above, arising from, or in any way connected with participation.

I consent to the City of Dublin, City of Livermore, City of Pleasanton, Zone 7, and ACRCD's use of any photographs that are taken of my child while participating in the Event.

I (PARENT/LEGAL GUARDIAN) HAVE READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR MY CHILD.

_____

Child's Name (Program Participant)

_____ _____ _____

Parent/Guardian's Name [please print] Signature of Parent/Guardian Date