

**BIG BEAR MUNICIPAL WATER DISTRICT
ADOPT-A-SHORELINE VOLUNTEER AGREEMENT, ASSUMPTION OF RISK, AND
RELEASE**

The following Waiver and Release applies to the following named volunteer of **Big Bear Municipal Water District** ("District"):

_____ (hereafter "Volunteer").
[Print Volunteer Name]

As of (date) _____, **Volunteer** agrees as follows:

1. Assumption of Risk

Volunteer hereby assumes the risk of, and responsibility for, any personal injury including death, and/or damage Volunteer may sustain arising out of or in any way connected with the activity described on the attached form. This includes risks associated with shoreline cleanup and stewardship activities, including, without limitation, walking on uneven, rocky, muddy, icy, or slippery surfaces; proximity to water; weather, sun, wind, cold, altitude, and other natural conditions; contact with trash, debris, sharp objects, insects, animals, poison oak or other vegetation, and allergens; lifting, carrying, bending, reaching, and repetitive motions; transportation to and from the site; and the acts or omissions of other volunteers, participants, or third parties. Volunteer understands that these risks may arise from natural conditions, equipment, the condition of the site, or the ordinary negligence of the District or others, to the fullest extent permitted by law. Volunteer expressly assumes all risks of the activity described on the attached form.

2. Volunteer is Not an Employee

I wish to volunteer for the District. I specifically acknowledge I am engaging in this activity as a volunteer and not as a District employee, agent, official, officer or representative. I further acknowledge that I am not entitled to any compensation, benefit or health or dental insurance coverage from the District, or any District event promoter, sponsor or organizer. Nor will I make such a claim. Nothing in this Agreement creates an employment, agency, or other compensated relationship.

3. Familiarity With Safe Operations

I will perform tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability. I will not participate if under the influence of alcohol or illegal drugs. I am familiar with the safe operation and use of machinery, equipment and tools that I may use. I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to safely use. I have received appropriate instruction regarding the Volunteer events, including appropriate safety and emergency procedures. I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and

equipment provided by District to me. I will perform only those functions assigned, observe all safety rules, and use care in the performance of my assignments. I agree to follow all instructions of District staff and event leaders, to use personal protective equipment provided or required for the activity, to stop participating and notify staff if I observe an unsafe condition or become ill or injured, and not to enter the water or handle hazardous materials except as specifically directed by District staff.

4. Release

Volunteer hereby releases, waives and discharges the District, its officials, officers, employees, agents, volunteers, and contractors from any and all liability, claims or causes of action arising out of or in any way connected with the activity described in this release, or upon their acts or omissions, whether negligent or not ("Waiver"). Volunteer hereby agrees to this Waiver on behalf of Volunteer, Volunteer's heirs, executors, administrators and assigns. To the fullest extent permitted by law, Volunteer releases and waives claims for personal injury, death, or property damage arising out of or relating to Volunteer's participation in the volunteer activity, including claims based on the ordinary negligence of the District or its officials, officers, employees, agents, or volunteers. This release does not apply to claims that cannot be released as a matter of law, including claims based on gross negligence, willful misconduct, or violation of law where a release is prohibited.

5. Indemnification

Volunteer agrees to indemnify and hold harmless the District, its officials, officers, employees, agents, and volunteers from third-party claims, damages, or liabilities to the extent caused by Volunteer's own negligence or willful misconduct during the volunteer activity. This section does not require Volunteer to indemnify the District for the District's own negligence or willful misconduct.

6. Knowing and Voluntary Execution

Volunteer has carefully read this Agreement and fully understands its contents. Volunteer understands that he or she is giving up valuable legal rights. He or she knowingly and voluntarily gives up these rights of his or her own free will. He or she is allowing the activity described on the attached form to take place at Volunteer's own risk.

7. Emergency Medical Treatment

If Volunteer is injured or becomes ill during the volunteer activity, Volunteer authorizes the District to secure such emergency medical care as may be deemed necessary in the circumstances. Volunteer understands that the District does not provide health or medical insurance for volunteers and remains responsible for Volunteer's own medical expenses except as otherwise required by law.

8. Miscellaneous

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. This Agreement shall be governed by California law and is intended to be as broad and inclusive as permitted by California law.

This Agreement is entered into this _____ day of _____, _____ in Big Bear Lake, California.

Dated: _____

Signature of Volunteer

Print Name of Volunteer

Print Address

Declaration of Witness

The above individual, in my presence, acknowledged that he or she had read and fully understood the meaning and consequence of the Waiver and Release Form, and Volunteer signed in my presence.

Dated: _____

Signature of Witness

Print Name of witness

All Volunteers under the age of 18 must have a parent or legal guardian complete section B:

Section B

Name of Parent or Legal Guardian of Volunteer:

Print name of parent or legal guardian

I am the parent or legal guardian of Volunteer. I have read and understand Section A of this Agreement. I give permission for Volunteer to participate in the Adopt-a-Shoreline volunteer activity described in the attached Activity Description and Safety Rules. On behalf of myself and, to the fullest extent permitted by law, on behalf of Volunteer, I assume the risks of participation and agree to the release and other terms of Section A. I also authorize the District to obtain emergency medical care for Volunteer if necessary in the circumstances.
This Waiver and Release Form is entered into this _____ day of _____, _____ in Big Bear Lake, California.

Signature of Parent or Legal Guardian

Print Address

Declaration of Witness

The above individual, in my presence, acknowledged that he or she had read and fully understood the meaning and consequence of the Waiver and Release Form, and Volunteer signed in my presence.

Dated: _____

Signature of Witness

Print Name of witness