



WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of being permitted to participate in any way in (insert name of event)

hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the The Bay Foundation/Santa Monica Bay Restoration Commission, the State of California, California State Coastal Conservancy, California Department of Fish and Game, California State Lands Commission, Los Angeles County, the Army Corps of Engineers, the city of Los Angeles, nor any of their respective officers, employees, and agents (hereinafter collectively referred to as "Released Parties"), from liability from any and all claims including the negligence of Released Parties resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

_____ **Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

_____ **Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Released Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

_____ **Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. I also acknowledge that I am an adult over the age of 18 and responsible for my own care.

Name of Participant (print): _____ Date of Birth: _____

Signature of Participant: _____ Today's Date: _____

Signature of Guardian (if under 18): _____ Today's Date: _____