



WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in **Community Restoration Events at the Ballona Wetlands Ecological Reserve**, hereinafter called "the Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Bay Foundation, Santa Monica Bay Restoration Commission, State of California, California State Coastal Conservancy, California Department of Fish and Wildlife, California State Lands Commission, Los Angeles County, Army Corps of Engineers, 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 care taken to avoid injuries. The specific risks vary, but they may 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. I assume all risks associated with the Activity.

_____ **Indemnification and Hold Harmless:** I 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:** I, the undersigned, further expressly agree that this 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 acknowledge that I am an adult over the age of 18 and responsible for my own care. I have listened to and understand the safety and cultural resource briefing by The Bay Foundation staff.

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

Signature of Participant: _____ Today's Date: _____

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