

**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT
ALAMEDA COUNTY RESOURCE CONSERVATION DISTRICT VOLUNTEERS**

For and in consideration of the Alameda County Resource Conservation District (District) permitting _____ (Volunteer) to participate in conservation, mitigation, education and/or land stewardship projects located on District land or on lands involved in a District education, conservation or mitigation project, beginning on _____ and continuing to _____ the undersigned hereby KNOWINGLY AND VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND COVENANTS NOT MAKE A CLAIM AGAINST OR TO SUE THE DISTRICT; THE HAYWARD AREA RECREATION AND PARK DISTRICT (HARD), A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; ALAMEDA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; THEIR DIRECTORS, OFFICERS, AGENTS, AND/OR EMPLOYEES for any and all losses, liabilities, expenses, claims, suits, actions, damages, and/or liability including attorney's fees, arising out of or resulting from the strict liability or ordinary negligence of the District or any other volunteer or participant which causes the Volunteer and/or the undersigned property damage, injury, and/or death. By signing this agreement, the undersigned further releases and discharges, the District, its Directors, Officers, Agents, and/or Employees from any and all losses, expenses, suits, actions, damages, claims and/or liabilities for injuries, death, and/or property damage arising out of or resulting from the Volunteer's own negligence or recklessness.

The undersigned hereby expressly agrees to DEFEND, INDEMNIFY, AND HOLD HARMLESS the DISTRICT, THE HAYWARD AREA RECREATION AND PARK DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA; ALAMEDA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, and their Directors, Officers, Agents, and/or Employees from and against any and all loss, liability, expense, claim, suit, and damage, including attorney's fees, arising out of or resulting from the any negligent acts, errors or omissions, or willful misconduct arising out of the activities, participation, and/or presence of the Volunteer and/or other volunteers or participants on the District's property or on property where the District is conducting conservation or mitigation projects.

The undersigned acknowledges that she/he is aware of the risks inherent in this activity and knowingly and voluntarily elects to accept all risks associated with this activity and the Volunteer's presence on the land where the activity is being conducted.

* * * * *

I acknowledge that I have carefully read this document and fully understand its contents. I am aware that it is a release of all claims, an assumption of all risk inherent in this activity, and an agreement to indemnify the District, HARD, and Alameda County. I am fully aware of the legal consequences of signing this document and I voluntarily sign my name evidencing my acceptance of its provisions.

Printed Name of Volunteer: _____

Signature of Volunteer, Parent or Legal Guardian: _____

Address: _____

Emergency Contact Name and Phone Number: _____

Media Release

I give my full permission to the ACRCD to use my or my child's name and/or pictures, or voice recordings for any publicity and promotion purposes.

Name

Signature

Date

Alameda County Resource Conservation District (ACRCD)

3585 Greenville Rd. Suite 2, Livermore, CA 94550 www.acrcd.org (925) 371-0154 x 112

Hands-On Conservation Program- outdoor stewardship projects with youth (925) 371-0154 x 112 amy.evans@acrcd.org