

**PORT OF OAKLAND 2019 EARTH DAY BEACH CLEANUP DAY
MIDDLE HARBOR SHORELINE PARK
VOLUNTEER WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**

I, _____, HEREBY ACKNOWLEDGE THAT AS A VOLUNTEER TO CLEAN THE MIDDLE HARBOR SHORELINE PARK ("MHSP"), I understand and agree as follows: (1) I am volunteering my services for the Port of Oakland's ("Port") Earth Day Beach Cleanup Day on April 20, 2019 at MHSP ("the Event") and do so without any expectation of payment of any kind; (2) I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities; (3) I will only perform tasks that I am physically capable of performing; (4) I will perform such tasks to the best of my ability; (5) I will not use any equipment or tools during the Event that I am not familiar with or that I do not know how to operate safely; (6) I have received and I understand the instructions concerning the Event, to include instructions about safety, emergency procedures and the Volunteer Safety Sheet; (7) I will only use the supplies, tools and equipment provided to me by Event organizers; (8) I will only perform those tasks that are assigned to me; (9) I will observe all safety rules; (10) I will use care in the performance of my assignments; (11) I specifically acknowledge that as a volunteer, I am participating in the Event at my own request and risk and not as a Port employee, agent, official, officer or representative of the Port; and (12) I further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the Port, or any Event promoter or sponsor for my participation in the event.

I understand and agree that neither the Port of Oakland, City of Oakland, nor any of its respective employees, officers, agents or assigns or members of its Port Board of Commissioners (hereinafter collectively referred to as "Released Parties"), may be held liable in any way for any injury, death or other damages sustained by me or my family, heirs, or assigns that arise out of my participation in the Event, or that are the result of the negligence of any Event participant (including the Released Parties) or that are the result of any product liability in connection with the Event or that are the result of any party, including the Released Parties, whether passive or active.

I understand and acknowledge that cleaning beaches and waterfront shoreline areas involves 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 found on a beach or waterfront shoreline, or from wild animals, poisonous plants or snakes, or from over-exertion or known or unknown environmental conditions, including but not limited to flooding, rock slides, sun exposure or dangerous terrain. Despite these risks, I still choose to participate in the Event.

I know of no physical limitations that would prevent me from undertaking the tasks and activities associated with the Event.

In consideration for the Port allowing me to participate as a volunteer in the Event, I hereby personally assume responsibility for all risks and liabilities arising out of such participation, to include any harm, injury or damage that I sustain as a participant, whether foreseen or unforeseen. I further hold harmless the Event and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in the Event, including claims arising during the Event and after I complete my participation in the Event.

If I should become injured while participating in the Event, I authorize any physician or surgeon licensed in the State of California to perform emergency or surgical treatment as in his or her sole judgment may be necessary. I further declare that I am at least eighteen years old and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and I have signed this document of my own free will.

I agree to allow my image to be used in published materials and web sites that promote the programs of the Port of Oakland. By including my Email address below, I understand that the Port of Oakland may contact me about future Earth Day Beach Cleanup Days and other public education programs.

BY THIS INSTRUMENT I DO HEREBY RELEASE ALL "RELEASED PARTIES" FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, ARISING OUT OF MY PARTICIPATION IN THE EVENT.

I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK ("WAIVER") BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS, AND I UNDERSTAND AND AGREE WITH IT.

_____	_____	_____	_____
Spelling of Participant's Name	Date	Address	Phone
_____	_____		
Signature of Participant	E-Mail Address		

IF PARTICIPANT IS UNDER 18, A PARENT (OR GUARDIAN) MUST SIGN.

The above participant, who is under 18 years of age, has my permission to participate in the Event. I have read this Waiver and on behalf of the above participant, I agree to its terms. I know of no health limitations which would restrict the above participant's participation in the Event.

_____	_____	_____	_____
Spelling of Parent/Legal Guardian Name	Date	Address	Phone
_____	_____		
Signature of Participant	E-Mail Address		