



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## Waiver and Release of Liability – Participant *To be completed and signed by event participant*

### PLEASE READ CAREFULLY THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

I, \_\_\_\_\_ (“Participant”), in consideration of being permitted to participate in the Town of Discovery Bay Community Services District Earth Day Event (“Event”) scheduled for Saturday, April 21, 2012 as a Participant, the good and sufficient value of which is hereby acknowledged; for myself, my spouse, legal representative, heirs and assigns, hereby release, waive, discharge, hold harmless, and agree not to sue Contra Costa County, Town of Discovery Bay Community Services District, any Event Sponsors and Owners of premises on which damages, losses, or expenses in account of damage to property, bodily injury, or death resulting from participation in the Event.

Participant acknowledges, agrees, and represents that he/she understands the nature of the Event and that he/she is qualified, in good health, and in proper physical condition to participate in the Event. Participant understands that the Event will be conducted in or near public right-of-way that is open to the public during the Event and upon which the hazards of traveling are to be expected. Participant agrees and warrants that if any time he/she believes conditions to be unsafe, he/she will immediately discontinue further participation in the Event. Participant acknowledges that Events of this nature near public-rights-of-way and trails involve inherent risks and agrees to fully assume the risk if any such injuries, disabilities, and expenses, including the possibility of an accident resulting in death. Participant understands and acknowledges that should he/she incur any injury as a result of participation in the Event, Participant is solely responsible for any costs of medical expenses and that no coverage or insurance shall be provided under any policy of insurance held by Contra Costa County or the Town of Discovery Bay Community Services District, and any easement, license, or lease holders within the Corridor. Participation in this activity is dependent upon his/her knowing and voluntary execution of this Release.

By executing this Waiver and Release of Liability, Participant acknowledges that this instrument is a full and final release of all claims of every nature and kind whatsoever, whether known or unknown. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws 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. Furthermore, Participant acknowledges the lease holders within the Corridor on which the Event takes place. Participant acknowledges that the terms of herein are contractual and not a mere recital, that he/she has carefully read the foregoing Waiver and Release of Liability and understands its contents that he/she signs the instrument of his/her own free will, and that he/she is of lawful age and legally competent to sign this Release. (If under 18 years of age, a parent guardian, or custodian of the minor must also execute this agreement.)

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name of Participant or Parent/Guardian

\_\_\_\_\_  
Name of Child if under 18

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

**PLEASE SEE REVERSE**

**Contact Information:** \*We will not share this information. It will be used only to contact you regarding the Earth Day Event.

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Can we contact you regarding any future Community Events or Volunteer Opportunities? \_\_\_\_\_

I am interested in participating in the following Volunteer Opportunities:

1. \_\_\_\_\_
2. \_\_\_\_\_

Volunteer openings run from 7am – 4:30pm and would run in 2 or 4 hour shifts  
Any Schedule Conflicts with Hours above? \_\_\_\_\_

I can work either a 2 or 4 hour shift. \_\_\_\_\_  
If not, which? \_\_\_\_\_

**T-Shirt Size:** (Please Circle One)

<u>Adult</u>	<u>Youth</u>
S	S (6/8)
M	M (10/12)
L	L (14/16)
XL	
XXL	