

**PACIFIC BEACH TOWN COUNCIL**  
**WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**  
**(PLEASE READ CAREFULLY)**

I agree as follows: (1) I am volunteering my services for this Pacific Beach Town Council ("PBTC") community event ("the Event" named below) on a voluntary basis without anticipation of payment of any kind; (2) I will perform assigned tasks that are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability; (3) I am familiar with the safe operation and use of equipment, tools and solvents that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment, tool or solvent with which I am unfamiliar or do not know how to operate or use safely; (4) I acknowledge that I have received and read appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree, after proper inspection, to use only the supplies, tools, equipment and solvents provided by the Event organizers; (5) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; (6) I acknowledge that PBTC will be taking photographs of the Event and Event participants, that the PBTC may use said photographs for promotional materials and other operational activities freely and without any compensation or further notice; (7) I specifically acknowledge that I am engaging in this activity as a volunteer, at my own request and risk, and not as an employee, agent official, officer, or representative of the PBTC or any other promoter or sponsor of the Event, which may include, but is not limited to, the City of San Diego, State of California, California Coastal Commission, California Department of Parks and Recreation, and the California State Parks Foundation (hereinafter collectively referred to as "Released Parties"), and I further acknowledge that I am not entitled to any compensation, benefit, or insurance coverage from the PBTC, or any of the Released Parties, nor will I make any such claim.

I understand and agree that neither the PBTC nor and any of the sponsors, donors, officers, directors, employees, agents, or representatives of the PBTC or any of the Released Parties may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including Released Parties, whether passive or active.

I understand that the Event 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 in the beach community, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity.

I know of no physical limitations that should keep me from undertaking the activities associated with this Event. In consideration for being allowed to participate in this activity, I hereby personally assume all risks in connection with the Event for any harm, injury, or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. I further save and hold harmless said activity the 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 participation in this activity, including both claims arising during the activity and after I complete the activity.

If I 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, at my own expense.

I further declare that I am over the age of eighteen 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 that I have signed this document of my own free act.

**I HEREBY EXEMPT AND RELEASE ALL "RELEASED PARTIES," AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**I HAVE CAREFULLY REVIEWED THE CONTENTS OF THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK BEFORE I HAVE SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

**EVENT NAME AND DATE:** \_\_\_\_\_

\_\_\_\_\_  
Participant's Name (Print) Address

\_\_\_\_\_  
Signature of Participant                      / /  
Date

E-mail \_\_\_\_\_ Phone: \_\_\_\_\_

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

I am the parent or legal guardian of the above participant and he/she has my permission to participate in this Event. I have read and agree to the provisions stated above. I know of no health limitations that may restrict this volunteer's participation in this activity.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Legal Guardian                      / /  
Date

Address \_\_\_\_\_

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