

RELEASE AND INDEMNIFICATION

In consideration of the permission granted me by the Fallbrook Beautification Alliance to participate as a volunteer in a Fallbrook Beautification Alliance activity (The Activity) including but not limited to property in the community of Fallbrook (site), I, the undersigned (or legal guardian), agree as follows:

1. I understand the term/site includes the above-mentioned area of Fallbrook and the term Activity includes travel to and from the site. This is a one-time activity _____; **on-going activity** _____. (Please initial)
2. **FULLY RECOGNIZE THE DANGERS OF PARTICIPATING IN THE ACTIVITY, AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION.** The dangers that I may encounter include, by way of example only and without limitation: Rattlesnakes, ticks, yellow jackets, bees, poison oak, rugged terrain, slippery rocks, cliffs, dense vegetation, exposure to street traffic, fire, sharp objects, rusty objects, harsh and quickly changing weather conditions and stinging nettles. I realize that there is a risk of my becoming seriously ill or injured in the area remote from medical care and the Participating Entities cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.
3. I have been properly instructed in and understand the use of any equipment I am to use in the Activity. I realize that my participation in the Activity may require sustained strenuous physical activity. I am in good health and am not aware of any physical or medical condition that might endanger myself or other participants in the Activity. If I am taking any prescribed medication, I agree to carry such medication with me at all times.
4. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS AND GUARDIANS AD LITEM, I HEREBY RELEASE THE PARTICIPATING ENTITIES AND EACH OF THEIR AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS AND SHAREHOLDERS (COLLECTIVELY REFERRED TO AS AGENTS) FROM ANY AND ALL CLAIMS AND LIABILITY FOR INJURY TO OR DEATH OF ANY PERSON, INCLUDING ME, AND FOR DAMAGE TO OR LOSS OR DESTRUCTION OF ANY PROPERTY, INCLUDING MY OWN, ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY OR DURING TRAVEL TO OR FROM THE SITE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS.
5. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGNS AND GUARDIANS ADLITEM, I AGREE NOT TO MAKE A CLAIM AGAINST, SUE OR ATTACH THE PROPERTY OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS FOR INJURY OR DAMAGE RESULTING FROM THE NEGLIGENCE OR OTHER ACT OR OMISSIONS, HOWSOEVER CAUSED BY THE PARTICIPATING ENTITIES AND THEIR AGENTS ARISING FROM MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO AND FROM THE SITE. I FURTHER AGREE TO INDEMNIFY AND DEFEND AND HOLD HARMLESS THE PARTICIPATING ENTITIES AND THEIR AGENTS FROM ANY AND ALL CLAIMS AND LIABILITIES FOR INJURY TO OR DEATH OF THE UNDERSIGNED, AND THE DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF THE UNDERSIGNED ARISING FROM MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO OR FROM THE SITE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE PARTICIPATING ENTITIES AND/OR THEIR AGENTS.
6. I EXPRESSLY AGREE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER HAS BEEN GIVEN ME REGARDING THE CONDITION OF THE SITE OR ANY FACILITIES OR EQUIPMENT THEREON OR ANY MEANS OF TRANSPORTATION TO AND FROM THE SITE, AND AGREE FURTHERMORE, THAT THE PARTICIPATING ENTITIES AND THEIR AGENTS SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE OR OTHER ACTS OR OMISSIONS PERTAINING THERETO.
7. I ASSUME FULL LIABILITY FOR ANY INJURY TO OR DEATH OF ANY PERSON ARISING BY REASON OF MY PARTICIPATION IN THE ACTIVITY, PRESENCE ON THE SITE OR TRAVEL TO OR FROM THE SITE OR FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY ON THE SITE CAUSED BY ME.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.

PRINT NAME: _____ DATE: _____

SIGNATURE: _____ TELEPHONE: _____

STREET ADDRESS: _____ ZONE # _____ EMAIL: _____

EMERGENCY CONTACT NAME: _____ TELEPHONE: _____

PARENT OR GUARDIAN of a minor (if participant is under 18 years of age): I, as parent or guardian of the minor named below give my permission to my child or ward to participate in this Activity and agree to all of the terms of this Agreement.

PARENT/GUARDIAN (SIGNATURE): _____ DATE: _____

MINOR'S NAME: _____ TELEPHONE: _____ md 01.2019