

WAIVER AND RELEASE
The Watershed Project
SPAWNERS

*EXCULPATORY AGREEMENT, RELEASE,
ASSUMPTION OF RISK, AND INDEMNIFICATION*

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT IS A
BINDING PART OF YOUR PARTICIPATION AGREEMENT AND MAY HAVE
SIGNIFICANT CONSEQUENCES.

In consideration of my being allowed to participate in *SPAWNERS activities or events* (the Program) and on behalf of myself, my heirs, executors, administrators, legal representatives, assigns and successors in interest (hereinafter collectively designated as “successors”), I do hereby release and waive all rights or claims for damages, for death, bodily injury or loss of or damage to property from any cause whatsoever I may have or which may accrue to me or my successors as a result of my participation in the Program. I discharge and release the Watershed Project, and its respective directors, employees, interns, volunteers, representatives, agents, parents, subsidiaries, and affiliates from any and all liability arising out of or connected in any way with my participation in the Program, whether or not caused by the negligence of any of the above persons or entities.

My participation in the Program is voluntary and done at my own risk. I therefore voluntarily assume all risks of loss, damage, injury or death that may be sustained while participating in the Program. Such risks may include, but are not limited to, the following: rough terrain, steep slopes, deep water, poison oak, debris, and water pollution. In addition, I agree to hold harmless from any and all claims, damages, losses, liabilities and costs (including without limitation reasonable attorneys’ fees, expert witness expenses, litigation costs, and disbursements) all the entities and persons mentioned above who otherwise might be liable to me or my successors for damages.

Notwithstanding anything stated in the foregoing paragraphs, nothing in this document shall apply to exempt any person or entity from responsibility for his, her, or its own fraud, or willful injury to the person or property of another, or violation of law whether willful or negligent.

In further consideration of my being allowed to participate in the Program, I hereby agree to indemnify, defend, and hold harmless the Watershed Project and its respective directors, employees, interns, volunteers, representatives, agents, parents, subsidiaries, and affiliates (collectively, the Indemnified Parties) from and against any and all claims, damages, losses, liabilities and costs (including without limitation reasonable attorneys’ fees, expert witness expenses, litigation costs, and disbursements) relating in any manner, directly or indirectly, in whole or in part, to: (a) any act or omission of myself; or (b) any accident involving any injury to any person or damage to property resulting from my participation in the Program, due to any cause whatsoever.

I further agree to promptly assume my defense and indemnification obligations upon written notice from any of the Indemnified Parties who may participate in the defense of any claim at

their own expense. I agree not to settle any claim without the consent of the Watershed Project or any other entity that would incur any liability for such claim under or following such settlement, which consent shall not be unreasonably withheld. I further understand and agree that this waiver, release, and assumption of risk is binding on my successors. I further represent and warrant that I am advised of the existence of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Notwithstanding this provision, this will constitute a full release in accordance with its terms. I knowingly and voluntarily waive the provisions of Section 1542, as well as any other statute, law or rule of similar effect, and acknowledge and agree that this waiver is an essential and material term of this release. I further agree that this waiver will remain in place until December 31, 2021.

I hereby further consent that any photograph in which I appear taken during my participation in a SPAWNERS workday or event may be used by TWP and its funders without compensation to me for purposes of publicity in catalogs, flyers, news stories, etc.

I HAVE CAREFULLY READ THE FOREGOING DOCUMENT AND UNDERSTAND THAT I AM WAIVING IMPORTANT LEGAL RIGHTS, ASSUMING THE RISK OF FINANCIAL LOSS, BODILY HARM OR DEATH, AND THAT I AM AGREEING TO PROTECT AND DEFEND THE INDEMNIFIED PARTIES AT MY OWN COST. I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT BETWEEN MYSELF AND OTHERS. I HEREBY WARRANT THAT I HAVE THE RIGHT TO CONTRACT IN MY OWN NAME, OR IF ACTING ON BEHALF OF A MINOR, HAVE EVERY RIGHT TO CONTRACT FOR THE MINOR IN THE ABOVE REGARD.

Signature of Participant

Date

Print Name

e-mail address*

Address

Phone number

**We do not share your contact information*

If participant is under 18 years of age, a parent or legal guardian must sign below:

Signature of Parent/Guardian

Date

Print Name