



sacramento valley
conservancy

Open Space. For all of us.

P.O. Box 163351; Sacramento, CA 95816; 916-731-8798; f 916-924-3803

www.sacramentovalleyconservancy.org

Release of Liability

NOTE: Each participant or, if a minor (under 18 years of age), then a parent/legal guardian must sign!

I am aware that accidents, injuries to my person (or that of my child if I am a parent/guardian) and/or damage to my property (or my child's property if I am a parent/guardian) may occur during activities, including, but not limited to, service days, hiking, walking, research, mountain biking, camping, boating or other water-related recreation, horseshoes and equestrian activities ("Activity") on real property managed by the Sacramento Valley Conservancy ("Conservancy"). I am voluntarily participating in these activities. I hereby agree to accept any and all risks of injury or death, including, but not limited to unpredictable or aggressive wildlife and other natural hazards, such as poison oak exposure and biting/stinging insects. As consideration for being permitted to participate in this activity, I hereby release, discharge, waive and relinquish any and all actions, causes of action, or claims for personal injury or damages that I, my assignees, heirs, and legal representatives may have now or hereafter against the Conservancy, representatives, including but not limited to its officers, directors, employees, agents and volunteers, and independent contractors from and against any and all losses, damages, claims, demands, liabilities, and obligations of any nature and for any cause whatsoever, whether known or unknown, arising from any duty, breach, act, omission, condition, or occurrence from the beginning of time through and including the date of termination or expiration of this release relating to or involving my entry onto and presence on any preserves owned or managed by the Conservancy (collectively, "Claims"); provided however, that such release shall not apply to any Claims based on the sole negligence or intentional misconduct of the Conservancy or anyone acting on behalf of the Conservancy. Section 1542 of the California Civil Code provides:

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.

Except as otherwise provided in this Section 2, I expressly waive any and all rights under California Civil Code Section 1542 ("**Section 1542**"), or any other federal or state statutory rights or rules, or principles of common law or equity, or those of any jurisdiction, government, or political subdivision, similar to Section 1542 (a "**Similar Provision**"). I may not invoke the benefits of Section 1542 or any Similar Provision in order to prosecute or serve in any manner any Claims that are released hereunder.

Agreement to Follow Directions

I agree to follow rules for the Activity provided to me and to follow directions given to me by leaders of the Activity.

Youth Organizations Not Affiliated with Conservancy

I acknowledge that the Conservancy has no control over and assumes no responsibility for the actions of any youth organizations not affiliated with, or acting on behalf of, the Conservancy in conducting the Activity.

Photo, Video and Media

I understand that the Conservancy and others present with the Conservancy's authorization may photograph, video and/or make audio recordings of me (and/or any child of mine present) during the activity, and I permit Conservancy and such others the absolute and irrevocable right and unrestricted permission to use, re-use,

READ BOTH PAGES CAREFULLY BEFORE SIGNING

display, distribute, transmit, publish (including by electronic means), re-publish and copy, photographs, video and/or audio recordings or other media taken of me (and/or any child or mine). I hereby release and discharge the Conservancy and their representatives and independent contractors from any and all claims and demands arising in connection with the use of the photographs, video or other media containing my likeness or the likeness of my child.

Additionally, I agree and instruct that the Conservancy (please initial ONE of the following):

_____ may use my name (and/or the name of each child of mine present) in conjunction with the photographs, video or other media.

_____ may not use my name (or the name of any child of mine present) in conjunction with the photographs, video or other media.

Applicable Law, Forum and Attorney's Fees

This agreement is governed by and shall be construed in accordance with the laws of the state of California. Any dispute arising from this Agreement or in any way associated with the activity shall be brought only in California courts or in U.S. District Court for the Eastern District of California. In any litigation in which the validity or enforceability of this agreement is contested. In any action or proceeding to enforce or interpret this Release or any portion thereof, the prevailing party shall be entitled to recover all costs and reasonable attorneys' and experts' fees incurred in pursuing or defending the action, including, without limitation, any and all discovery or negotiation and preparation of settlement arrangements, and pursuing any appeal, in addition to such other relief as may be granted.

Severability

I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this agreement.

Student Name (print) _____

Student Signature _____ Date: _____

Parent/Guardian Name (print) _____

Parent/ Guardian Signature _____ Date: _____

Street _____

City _____ State _____ Zip _____

Telephone (home) _____ (work) _____

Email _____

Emergency Contact Name _____ Phone _____ Today's Date _____

Yes, add my name to receive Sacramento Valley Conservancy's Newsletters. THANK YOU!