

# EarthWays World Festival of Sacred Music - L.A. River Event

## WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (PLEASE READ CAREFULLY)

I, \_\_\_\_\_, **HEREBY CERTIFY THAT I AM AWARE OF THE INHERENT HAZARDS OF A RIVER CLEANUP**

I understand and agree that neither EarthWays nor the promoters of this event, nor any of their respective employees, officers, agents, members or assigns (hereinafter referred to as "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 cleaning up waterfront areas involves certain inherent risks including the risk of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, or similar items found on the beach, or from over-exertion or environmental conditions. Despite these risks, I still choose to proceed in such activity.

I acknowledge that the participant has received and read appropriate instruction regarding the Event, including appropriate safety and emergency procedures, and that the participant fully understands those instructions. In addition, in any actions undertaken during this Event the participant agrees, after proper inspection, to use only the supplies, tools and equipment provided by EarthWays and understands such equipment's intended use. The undersigned knows of no physical disorder that should keep the participant 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 River Cleanup for any harm, injury or damage that may befall me or the participant, if a minor, including all risks connected therewith, whether foreseen or unforeseen.

I further save and hold harmless said activity and 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 claims arising during the activity or claims arising after I complete the activity. If the participant should become injured while participating in the Event, the undersigned authorizes 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.

I further declare that I am of lawful age 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, \_\_\_\_\_, **BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE EARTHWAYS AND THE ORGANIZERS AND PROMOTERS OF THIS EVENT, AND ALL RELATED ENTITIES 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 FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

\_\_\_\_\_  
(Signature of participant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of parent or guardian if participant under 18)

\_\_\_\_\_  
(Date)

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Daytime phone # \_\_\_\_\_ Evening phone # \_\_\_\_\_