

Clean-up Waiver

In order to voluntarily participate in the community cleanup (the "**Activity**"), organized by San Benito County Integrated Waste Management (the "**Activity Provider**"), I hereby agree as follows:

1. **ASSUMPTION OF THE RISKS:** I understand the nature of the activities that I will be involved in, including, participating in the various types of activities hosted by San Benito County Integrated Waste Management, including, but not limited to:

General Clean-up: debris removal, litter pick up; lifting heavy objects, using Sponsor or my own tools (may include, grabbers, bags, gloves, etc.)

I understand that the Released Parties, defined below, are not responsible for assessing my suitability to participate in the Activity. It is my sole responsibility to determine whether I have any medical or physical conditions that could increase my risk of bodily injury or death while participating in camping. I am aware of the risks involved in the Activity and am choosing to participate with knowledge of the danger involved. **I assume all risk of bodily injury, death, or property damage whether those risks are known or unknown.**

2. **AGREEMENT TO TAKE PRECAUTIONS:** I agree to follow the rules and instructions provided by San Benito County Integrated Waste Management and the participating organizations while participating in the Activity. I will take reasonable precautions, whether explicitly instructed to do so or not.
3. **RELEASE OF LIABILITY:** I hereby release San Benito County Integrated Waste Management ,its employees, agents, sponsors, contractors, officers, directors and equipment providers (the "**Released Parties**") from all liabilities, causes of action, claims and demands that arise from any injury, death, loss or harm, that may occur to me or any other person or any property during the Activity or related to the activity, including during transportation to or from the Activity, whether caused by negligence of the Released Parties or otherwise. I agree not to make any claim against the Released Parties for any bodily injuries, death, or property damage that occur during the Activity or related in any way to the Activity.
4. **INDEMNIFICATION HOLD HARMLESS:** I agree to indemnify Released Parties against any and all claims, actions, lawsuits, damages and judgments, including claims for their own negligence, arising from my participation in the Activity. I also agree to indemnify and hold harmless the Released Parties against any and all claims for my own negligence. I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that the Released Parties incur because of any such claims made against them.
5. **USE OF LIKENESS:** I agree that I may be photographed or videotaped during the Activity, and waive all rights of publicity, privacy, or pre-approval, that I have for any such likeness of me or use of my name in connection with such likeness, and I grant San Benito County Integrated Waste Management and its assigns permission to copyright, use and publish (including by electronic means) such likeness of me, whether in whole or in part, in any form, without restrictions, and for any purpose.
6. **APPLICABLE LAW:** The terms of this Release shall be governed by and construed in accordance with the laws of the State of California.
7. **SEVERABILITY:** I agree that if any portion of this Release is found to be invalid or unenforceable, then the remainder will continue in full force and effect.

Participant Signature Date

Participant Name

Guardian Signature Date

Guardian Name