

Participant name: _____ (Please print)

Activity Name: Stream Team



Waiver, Release of Liability, Discharge and Express Assumption of Risk

1. THE UNDERSIGNED, who represents he or she has authority of enter agreements on behalf of himself or herself and on behalf of any minor described or named in this Release and Assumption of Risk, (hereinafter referred to as "Releasor"), in consideration of being able to participate in an Activity sponsored by Releasee described below, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SANTA BARBARA CHANNELKEEPER, INC., ITS EMPLOYEES, OFFICERS, MEMBERS, PARTICIPANTS, AND AGENTS and CITIZENS COMMITTEE AGAINST PARDON INITIATIVE (hereinafter referred to as "Releasee") from any and all liability to the Releasor, his, her, and their personal representatives, assigns, heirs and next of kin, for any loss, damage, or claim on account of injury to the person or property of the Releasor, whether caused by any negligent act or omission of the Releasee, or otherwise, while the Releasor is participating in an activity undertaken or sponsored by Releasee or using any of Releasee's facilities in connection with the activity (hereinafter the "Activity"), including, but not limited to: a) any negligence of Releasee; b) any participation by Releasor in any actions relating to the Activity; c) any instruction, suggestion, guidance or advice, or lack thereof, provided to Releasor concerning the Activity or the treatment or handling of any animal or thing; d) any use or failure of use of any equipment, food, protective appliance, or other thing; and e) any rendering or failure to render any medical assistance, aid or attention, whether caused by any negligent act or omission of the Releasee, or otherwise.

2. THE UNDERSIGNED Releasor HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasee from all liability, claims, demands, causes of action, charges, expenses, damages, and attorney fees resulting from involvement by Releasor in the Activity sponsored by Releasee, and to INDEMNIFY AND HOLD HARMLESS Releasee above from any and all liability, claims, demands, causes of action, charges, expenses, damages, and attorney fees to the person or property of any individual or entity arising from any negligent or intentional act by Releasor in connection with Releasor's participation in the Activity or any use of or entry upon any facility, premises, place or thing used or provided by Releasee and to hold Releasee harmless against such.

3. THE UNDERSIGNED Releasor HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon Releasor's property or participating in the Activity or using any of Releasor's facilities and equipment whether caused by any negligent act or omission of Releasees or otherwise.

4. The UNDERSIGNED Releasor expressly agrees that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be as broad and inclusive as permitted by California law. THE UNDERSIGNED Releasor HEREBY warrants that Releasor is in good physical condition, is practically able to participate in the Activity, has sufficient equipment and expertise to so participate, and has investigated and become sufficiently familiar with the Activity so that the Releasor is willing to undertake the Activity at Releasor's own risk and without any reliance on Releasee or its agents. Releasor is aware that a) the Activity may present dangers to Releasor, b) naturally occurring and artificially constructed conditions and things may be utilized or encountered in connection with the Activity which involve risk of injury or damage to Releasor's person or property, c) the Activity is subject to mishap and d) risks are associated with Releasor's participation in the Activity. Releasor knows events occurring in connection with the Activity are unpredictable, can be dangerous, and cause injury and damage and that Releasor may be injured or damaged. Releasor acknowledges Releasee has made no express or implied warranties of safety or fitness of any natural or artificial condition or thing which may be involved in the Activity which is undertaken by Releasor solely at Releasor's own risk. Releasor is over the age of eighteen (18 years) and, if married, has executed this document on behalf of his or her self, his or her spouse and marital community. If Releasor is accompanied by or executed on behalf of a minor, this Waiver, Release of Liability, Discharge and Express Assumption of Risk is executed on behalf of said minor and Releasor warrants that he or she has authority to do so.

RELEASOR WARRANTS AND REPRESENTS THAT HE OR SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE, FULLY UNDERSTAND ITS CONTENTS, AND HAS BEEN PROVIDED WITH A COPY OF THE SAME ON REQUEST. RELEASOR IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN RELEASOR AND SANTA BARBARA CHANNELKEEPER, INC., AND OTHERS, AND SIGNS IT OF RELEASOR'S OWN FREE WILL.

READ CAREFULLY BEFORE SIGNING+++++SIGN, DATE AND PRINT NAME

Signature of Parent/Guardian of Minor Date Print Name
Participant's age (if minor) _____

Signature of Participant Date Print Name

Address

City/State/Zip

Stream Team Safety Instructions * Please Read and Sign

- Be careful not to fall. You may be traversing slippery rocks, hillsides, and steep erodable streambanks. Wear sturdy shoes that you don't mind getting wet.
- Be prepared! Pack for all types of weather, if possible bring a cellular phone, a change of clothes, and proper footwear.
- Never take it upon yourself to conduct your own monitoring. Inform the program coordinator of any unscheduled monitoring event you wish to conduct and let someone at home know where you plan to go so that your location is known if anything happens.
- Two heads are better than one, particularly for monitoring. Always work with a partner!
- When crossing or wading through a stream be aware of fast moving current. Use your walking stick for balance and to judge the depth. If possible look for areas shallower than knee depth to wade across.
- Don't drink the water!
- If you suspect high levels of pollution protect yourself. Wear rubber gloves to avoid exposure.
- Within the watershed, rattlesnakes can be a concern. Keep a respectable distance from them and they will probably leave you alone. Be careful where you step and be careful where you put your hands if you are climbing over rocks. If bitten, try to remain calm and seek prompt medical attention.
- Be aware of flood conditions. Do not enter low-lying areas if you have reason to believe flooding is possible. Do not enter the water if flows seem dangerously high. When in doubt consult your Stream Team leader.
- Be aware of Poison Oak, and avoid contact.
- Ticks also can be found in the watershed usually in grassy or bushy places. When you get back home after monitoring, make sure you check your body completely for ticks. If you do find one, carefully remove it with tweezers, making sure to remove any buried parts.
- Africanized honey bees have made their way into southern California. If you observe a bee hive, leave the area and do not encroach on their territory. If you are attacked by bees, run until they stop chasing you. Agitated bees may pursue for up to a quarter of a mile.
- Read all instructions to familiarize yourself with the test procedures before you begin.
- Use care when handling monitoring equipment. Keep equipment out of reach of young children.
- In the event of an accident or suspected poisoning, call 911 immediately or call Poison control at 800-777-6476.

I HAVE READ THESE SAFETY INSTRUCTIONS BEFORE PARTICIPATING IN THE STREAM TEAM VOLUNTEER MONITORING PROGRAM.

Print Name

Sign Name

Date

Permission to be FILMED and PHOTOGRAPHED

I give permission (for me or the minor designated below) to be photographed, filmed and/or otherwise recorded by Santa Barbara Channelkeeper and/or their assigns, licensees, and designees, the irrevocable right to use my name, picture, likeness, photograph and/or moving image (collectively, the "Materials") in all forms and media and in all manners, including composite or distorted representations, for promotional, advertising, trade, editorial, archival and any other purposes.

I understand that such photographs, films and/or other recordings may be published and used by, and at the sole discretion of Santa Barbara Channelkeeper and/or their assigns, licensees, and designees, including but not limited to, newsletters, newspapers, magazines, commercials, brochures, press releases, e-newsletters, the Channelkeeper's website and social websites, and/or through other communication vehicles.

I waive any right to inspect or approve any uses that may be created in connection therewith, or the use to which the Materials may be applied. I agree that the Materials, the negatives, and other originals thereof shall constitute Channelkeeper's sole property, with full right of disposition in any manner whatsoever. I understand that Channelkeeper is relying on this release for use of the image in promotional efforts. I hereby release, discharge, and agree to hold harmless Santa Barbara Channelkeeper, and their assigns, licensees, and designees, and all persons acting under its permission or authority, from any and all claims whatsoever in connection with the use of the Materials.

I affirm that I am over 18 years of age. I have read this release and am fully familiar with its contents. I waive any and all claims to additional compensation by Channelkeeper.

If participant is under 18, please list their name here: _____

Print Name

Sign Name

Date