

San Gregorio Environmental Resource Center
Stream Monitoring Program

WAIVER, RELEASE AND INDEMNITY AGREEMENT

Name

Daytime Phone

Address

Evening Phone

City, State, ZIP

E-mail Address

I understand that many of this program's activities take place in and around San Mateo and Santa Cruz County creeks, areas which are not maintained for public use. Potential hazards to health and safety within creek areas include, but may not be limited to, rough terrain, steep slopes, deep water, poison oak, debris, and water pollution. I further understand that I alone shall be responsible for evaluating my own physical limitations and participating in any activities accordingly.

I hereby voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me arising as a result of engaging in activities of the San Gregorio Environmental Resource Center's Stream Monitoring Programs, or any activities incidental thereto, wherever or however the same may occur, and for whatever period, said activities may continue, and I do, for myself, my heirs, executors, administrators, and assigns, hereby release, waive, discharge, and relinquish any action, or causes for action aforesaid which may hereafter arise for me and my estate, and agree that under no circumstances will I or my heirs, executors, administrators, or assigns prosecute or present any claim for personal injury, property damage, or wrongful death against the San Gregorio Environmental Resource Center, and their officers, staff and Directors, or against any other group, property owner, sponsor, or other persons (hereinafter the "Volunteers") connected with the Stream Monitoring programs for any of the said causes of action, whether the same shall arise by the negligence of any of the said persons or otherwise. It is my intent by this instrument to exempt and relieve the afore described "Volunteers" connected with the Stream Monitoring programs from liability for personal injury, property damage, or wrongful death caused by negligence or otherwise.

I, for myself, my heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the "Volunteers", I shall indemnify and save harmless the same "Volunteers" from any and all claims or causes of action by whomever and wherever made or presented for personal injuries, property damage, or wrongful death.

I, the undersigned, acknowledge that I have read the foregoing Waiver, Release and Indemnity Agreement, have been advised of the potential dangers incidental to engaging in the Stream Monitoring programs activities, and am fully aware of the legal consequences of signing the within instrument.

Date

Participant's Signature