

# LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

**Please read carefully and fill in all blanks before signing.**

I, \_\_\_\_\_, hereby acknowledge that I know and thoroughly understand the  
**Participant Name**  
inherent hazards associated with the collection and analysis of water samples in streams and other water bodies in San Diego County.

Further, I understand that the collection and analysis of water samples involves certain inherent risks. These risks include, but are not limited to, severe lacerations and/or cuts, head trauma, injuries to joints and/or muscles, back and/or spinal injuries, paralysis, lack of other bodily function and/or mental capabilities, illness due to water infestation, and/or death. These injuries might require treatment at a medical facility. I further understand that collection may be conducted at a site, on land or water that is remote, either by time or distance or both, from such medical facility. I still choose to proceed with such collection notwithstanding the inherent risks and despite the possible absence of medical facility in proximity to the collection site.

I understand and agree that neither the San Diego Coastkeeper and/or Sister Schools of San Diego, its members, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SDCK" and/or "SSSD") 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 World Water Monitoring Day and Month or Citizen Water Monitoring Program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

As consideration for being allowed to enroll in the World Water Monitoring Day and Month, I hereby personally assume all risks in connection with said activities, for any harm, injury or damage that may befall me while I am involved in World Water Monitoring Day and Month and/or Citizen Water Monitoring Program activities, whether foreseen or unforeseen.

I further save, hold harmless, and release SDCK and/or SSSD from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this course including both claims arising during the course or after I complete the collection and/or analysis of water samples.

I certify that I am physically able to participate in World Water Monitoring Day and Month and/or Citizen Water Monitoring Program activities. I further understand that if I suffer or am injured as a result of a heart attack, panic, hyperventilation, or other physical or mental ailment or condition, that I expressly assumed the risk of said conditions and injuries, and agree to save, hold harmless, and release SDCK and/or SSSD from any claims that arise from said conditions or injuries.

I further state 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, and that I have signed this document of my own free act.

I further state and fully understand that if the water sampling kit is to be used in any activities or events conducted outside a School Campus, I (the teacher receiving the kit) shall obtain written consent and release of liability from the parent(s) and/or legal guardian(s) of the student(s) participating in the activity/event. (This form is attached on page 2)

By signing this liability release form, I acknowledge responsibility to obtain the liability release for each and every student participating in the event. Furthermore, I acknowledge that if I failed to obtain such liability release form from the student(s) parent(s) and/or legal guardian(s), I she shall be fully responsible and liable for all claims arising from the participation of the student(s) in the event. Furthermore, I fully understand that such liability shall not be in any way transferable in full or part to SDCK and/or SSSD or to any of its participating members, officers, volunteers, and public agencies.

IT IS THE INTENTION OF \_\_\_\_\_ BY THIS INSTRUMENT TO EXEMPT AND RELEASE  
**Participant Name**  
SDCK AND/OR SSSD FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
**Participant's Signature Date (Day/Month/Year)**

\_\_\_\_\_  
**Address City, State Zip**

\_\_\_\_\_  
**Phone Email**

\_\_\_\_\_  
**Signature of Parent or Guardian (where applicable) Date (Day/Month/Year)**

**WARNING, WAIVER AND RELEASE OF LIABILITY (Off-campus events)**

Date of Event: \_\_\_\_\_

School Name: \_\_\_\_\_

Student Name: \_\_\_\_\_

I/we \_\_\_\_\_,  
(fill in name of parent(s) and/or legal guardian(s))

the parent(s) and/or legal guardian(s) of the above named student understand that participation of \_\_\_\_\_,

(fill in Student Name)

in off-campus water sampling event is voluntary, and I/we hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which he/she may have, or which hereafter accrue to him/her, against San Diego Coastkeeper and/or Sister Schools of San Diego as a result of his/her participation in the event. This release is intended to discharge San Diego Coastkeeper and/or Sister Schools of San Diego, its members, officers, employees and volunteers, and any public agencies from and against any and all liability arising out of or connected in any way with his/her participation in the event. I further understand that accidents and injuries can arise out of the event which may cause personal injury; knowing the risks, nevertheless, I/we hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who might otherwise be liable to me/us (or any person connected to the above named student) for damages. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on all persons related to the above named student.

I/we acknowledge that I/we have been fully informed of the risks and dangers involved in the event.

I/we acknowledge that I/we have read and fully understood the above Warning, Waiver and Release of Liability.

I/we further acknowledge that the reasons for my being requested to sign this Release have been fully explained to me and that I/we understand them.

I/we signing this Release of own free will, and I/we haven not been influenced or coerced by any representative or employee of San Diego Coastkeeper and/or Sister Schools of San Diego.

Name of person(s) signing this release of liability: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_