

Orinda Union School District
Release, Waiver, and Indemnity Agreement

This is a binding legal agreement. You may wish to consult with your attorney before executing this Agreement.

I, _____ (print name) ("Participant"), on behalf of myself, my assigns, heirs, and representatives, in consideration for the Orinda Union School District ("District") permitting me to enter Wagner Ranch Nature Area ("WRNA") and participate in WRNA activities or events ("Activities"), freely agree as follows:

1. I represent that I understand the nature of the Activities, and that the Activities may include (but not be limited to) the following: recreation, trail work, weeding, loading, unloading, travel to and from the work sites, and operating tools, machinery, and equipment. I represent that I am qualified and in proper physical condition to participate in the Activities.
2. I understand that the Activities may include activities or conditions that are inherently dangerous, and that my participation in the Activities may put me at risk of injury (including but not limited to poison oak, insect bites, sunburn), illness, death, or property damage. I specifically assume such risk of injury, illness, death, and property damage.
3. I agree to comply with any and all lawful instructions given by District staff. I agree that I will comply with all relevant federal, state, and local laws, and with District policies. I agree that if at any time I believe there to be an unsafe condition at the WRNA site, I will immediately notify a District staff member.
4. I hereby voluntarily release, waive, and relinquish any and all demands, claims, and causes of actions against the District, and all employees, officers, administrators, board, board members, volunteers, and agents acting in their capacity as representatives of the District, which may hereafter arise for accident, damage, illness, injury and/or death arising from or in connection with my participation in the Activities, whether the same shall arise by my or the District's negligence or by any other cause. This voluntary release and waiver shall include any and all demands, claims, and causes of action that arise as a result of my coming to or from WRNA. This Release is intended to be as broad and inclusive as permitted by the laws of the County of Contra Costa and the State of California.
5. I further voluntarily agree to defend, indemnify and hold harmless the District, its employees, officers, administrators, board, board members, volunteers, and agents from any claims, causes of action, losses, and/or expenses, including reasonable attorney fees and costs, for any accident, damage, illness, injury, and/or death arising from any of my action(s) or inaction(s) relating to the Activities.
6. I hereby grant and convey unto the District the right to freely reproduce and/or circulate any photographs or other recordings of me during my participation in the Activities for any lawful purpose. I agree that I shall not be entitled to any compensation therefore, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I have read this Release, Waiver, and Indemnity Agreement ("Agreement"), fully understand its terms, understand that I have given up substantial rights by signing this Agreement, acknowledge that I have been advised that I may wish to consult my attorney regarding the legal consequences of signing this Agreement, and have signed this Agreement freely and without any inducement or assurance of any nature. I agree that if any portion of this Agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

Signature: _____ Date: _____

Print Name: _____ Activity(ies) on Site: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

If participant is under 18, the parent (or guardian) must also sign.

I am the parent or legal guardian of the above Participant. I, on behalf of myself, any other parent or legal guardian of the Participant (if applicable), and all of our assigns, heirs, and representatives, agree that the foregoing Agreement applies to the Participant's engaging in the Activities. I hereby expressly consent to the Participant's engagement in the Activities.

Signature: _____ Date: _____

Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____