

CONEJO OPEN SPACE TRAIL WORK DAY

Waiver and Release from Liability

<u>NOTICE</u>: THIS RELEASE FROM LIABILITY IS A CONTRACT WITH LEGAL CONSEQUENCES. READ IT CAREFULLY BEFORE SIGNING.

I ______, am not an employee of the Conejo Open Space Conservation Agency (COSCA), the Conejo Recreation and Park District, the Conejo Open Space Foundation, or the City of Thousand Oaks (the "Sponsors"), and I am volunteering to participate in the Conejo Open Space Trail Work Day ('the Activity").

I am over 18 years of age. If I am under 18 years of age, my parent or legal guardian has read and signed this Release.

I hereby acknowledge that my participation in the Activity is entirely voluntary.

I understand that my participation in the Activity is not intended to nor does it create any special relationship between the Sponsors and me and that neither the Sponsors nor any of its employees have required me to participate in the Activity.

I acknowledge that the Sponsors do not have any liability for payment of workers' compensation benefits to me for any injury, damage, or death, which may arise out of my participation in the Activity.

I understand that my participation in the Activity may involve risk of harm. I hereby acknowledge all of the potential dangers and risks associated with such participation including, by way of example, and not a limitation, the following: the dangers of collision with persons, tools, equipment, vehicles, the dangers arising from surface and subsurface hazards, equipment or tool failure, inadequate safety equipment and weather conditions.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (herein collectively referred to as "successors"), any and all rights or claims, which I have or which I may hereinafter have against Conejo Open Space Conservation Agency (COSCA), Conejo Recreation and Park District, Conejo Open Space Foundation and City of Thousand Oaks, its officiens, officials, employees, agents, and volunteers for any and all liability or damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Activity.

I agree, for myself and successors, that the above representations are contractually binding, and are not mere recitals. This Agreement may not be orally modified, and a waiver of any provision shall not be construed as a modification of any other provision herein.

PLEASE NOTE: Conejo Recreation & Park District staff often takes photos of participants during classes and special programs, as well as other activities both scheduled and unscheduled. These photos may be used for publicity purposes in the District's printed materials as well as online at the District's website, <u>www.crpd.org</u>, or other District sites such as <u>www.thousandoaksteencenter.com</u>, on <u>www.cosf.org</u> or <u>www.conejo-openspace.org</u>, and on related Facebook or other social media locations. By signing this release, I consent to the use of any photos in which I may appear for the above-state purposes.

I have read and understand the preceding statements.

Dated:	
Printed Name of Participant	Signature of Participant
Address	Signature of Parent or Legal Guardian
Phone	Email
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How do you use the trails? Hike/Run []	Mtn. Bike [] Equestrian [] Open Space Admirer []
Do you represent an organization/compan	y? If so, who