

**Work Day for The Advocates for Nisene Marks State Park ("Advocates")
Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")**

In consideration of being permitted to participate in any way in the Work Day, I agree as follows for myself, my personal representatives, assigns, heirs and next of kin:

1. **Definitions:**

a. **"Risks"** means risks and dangers of serious bodily injuries, including permanent disability, paralysis and death; and

b. **"Releasees"** means the Advocates and their administrators, directors, agents and employees, and other participants in the Work Day.

2. I acknowledge, agree, and represent that I understand (a) the nature of the work to be performed on the Work Day, (b) that the work will be performed on public trails and facilities open to the public, which may exacerbate the Risks, and (c) if at any time I believe the conditions are unsafe, I will immediately discontinue further participation in the Work Day.

3. I fully understand that (a) my participation in the Work Day involves Risks, (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Work Day, the conditions in which the Work Day takes place, or the negligence of one or more of the Releasees, and (c) there may be other risks and/or social and economic losses not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs and damages that I incur as a result of participation in the Work Day..

4. I hereby release, discharge, covenant not to sue, and agree to indemnify all Releasees from all liabilities, claims, damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.

5. I have read this Agreement and fully understand its terms. I understand that I have given up substantial rights by signing the Agreement. I have signed the Agreement freely and without any inducement or assurance of any nature, and I intend this Agreement to be a complete and unconditional release of all liability of the Releasees to the greatest extent allowed by law. If any of this Agreement is held to be invalid, the remainder of the Agreement shall remain in full force and effect. This Agreement may only be amended or changed by a writing signed by me and a representative of the Advocates with authority to sign that writing.

Participant's signature	Participant's name	Emergency contact #
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____
13 _____	_____	_____
14 _____	_____	_____