



## Liability Release and Acknowledgement of Risk for P-CREW Members

I \_\_\_\_\_, (Participant) acknowledge that I am voluntarily and willingly participating in the Plumas Conservation, Restoration and Education in Watersheds (P-CREW) program (hereinafter the "Program"). I agree to adhere to all Program rules and regulations, safety precautions and oral instructions from staff and volunteers. I expressly agree to not consume alcohol or use any illegal substances or drugs while participating in the Program. I agree to inform Sierra Institute for Community & Environment in writing of any prescription medication that I will be using during the Program. I am in good health with no restrictions on activity.

I fully understand and acknowledge that there are inherent risks involved with Program activities including, but not limited to: field work, hazards of walking on uneven terrain, hand tool use, daily camping responsibilities, my refusal to wear proper protective gear or to adhere to safety precautions and instructions, forces of nature, my own physical condition, the physical exertion associated with the Program, transportation in rental vehicles, recreation activities, etc. Furthermore, Sierra Institute's staff and volunteers have a difficult job to perform. They are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions. I expressly agree and promise to accept and assume all of the risks of participating in the Program and elect to participate in spite of the risk.

Acknowledging that such risks exist, and in consideration of being allowed to participate in the Program, I hereby release and forever discharge Sierra Institute for Community & Environment staff, volunteers, and board members (collectively "Sierra Institute") from any and all claims, causes of action, demands or liability for personal injury or property damage which are in any way connected with my participation in the Program, including but not limited to any claims against Sierra Institute for negligence. This release extends to claims and facts unknown and unsuspected to exist at the time of executing this release. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this release. Section 1542 of the California Civil Code reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

If I require medical attention during the Program, I (or if under 18 my legal guardian signing below) authorize Sierra Institute to act to authorize or provide appropriate emergency medical treatment. This authorization is given pursuant to California Family Code § 6910 and Health and Safety Code § 1283. I agree to pay the full costs of any medical care provided.

I agree that any photographs, pictures, slides, movies or videos of me may be taken in connection with this Program without compensation from Sierra Institute and consent to the use of such for any legal purpose.

**By signing this document, I agree to all the provisions of this document and acknowledge that if anyone is hurt or property is damaged during my participation in this Program, I may be found by a court of law to have waived my right to maintain a lawsuit against Sierra Institute, its employees, board members and agents by the release contained herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



## PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_(print minor's name) ("Minor") being permitted by Sierra Institute to participate in the Program, I agree to all of the terms set forth above on behalf of the Minor, and further release Sierra Institute from any and all claims related to Minor's participation in the Program and further agree to indemnify and hold harmless Sierra Institute from any and all claims which are brought by or on behalf of Minor or by any other family member, and which are in any way connected with Minor's participation in the Program.

I have discussed the risks associated with the Program with my child who understands these risks. By completing and signing below, I agree to all the provisions of the release from liability and give my full permission for the Minor to be a participant in the Program.

Signature of Parent or Guardian: \_\_\_\_\_

Print Name\_\_\_\_\_

Date\_\_\_\_\_