

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO  
Mount Sutro Open Space Reserve / Sutro Stewards  
Program January 1, 2018—December 31, 2018

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in Activities that may include using hand tools to clean and thin undergrowth; remove and install new plants; construct and repair trails; remove dirt and rocks. Activities may also involve climbing over and under obstacles and working on steep slopes and rock outcrops. hereinafter called “The Activity”, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Regents of the University of California, its officers, employees, and agents from liability **from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, the risks range from 1) minor injuries such as falling, dehydration, scratches, bruises, and sprains 2) exposure to plants that may cause allergic reactions (i.e. poison ivy,) 3) Exposure to poisonous animals.3) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 4) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the Activity. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

_____ Name of Participant (Print)	_____ Age (if minor)	_____ Name of Parent / Guardian of Minor (Print)
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_____ Signature of Participant	_____ Date	_____ Signature of Parent / Guardian of Minor	_____ Date
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Email Address (For Mt Sutro Mailing List)



# ACKNOWLEDGEMENT AND RELEASE FORM

## Sutro Stewards

THIS IS TO ACKNOWLEDGE and affirm that we, the undersigned, understand the nature of and rules relating to Sutro Stewards (the "Program") sponsored by the San Francisco Parks Alliance ("SFPA").

We understand that participants in the Program incur hazards and dangers necessarily associated with Volunteer Stewardship in the Program's natural settings, nursery, and in transportation and/or walking to and from Program sites. We also understand that, despite SFPA's care for the safety of participants in the Program, SFPA cannot and does not assure such participants freedom from such inherent hazards and dangers that may arise at any time during participation in the Program.

- I attest that I am medically able and capable of following instructions.
- I agree to abide by the rules and regulations of the Program and to my ability to safely complete the activity/ties.
- I assume all risks associated with participating in this activity including, but not limited to falls, contact with other participants, the effects of weather, including high humidity, traffic and the conditions of the road, all such risks being known and appreciated by me. IN CONSIDERATION of the undersigned participant being allowed to participate in the Program, we hereby agree, to the fullest extent permitted by law, to waive and release SFPA, its partners, affiliates, officers, directors, employees, agents and contractors, and each of them, from any and all liability of whatever nature or kind arising from, or by reason of, any injury or damage which at any time while a participant in the Program may befall the undersigned participant, the undersigned participant's property, or the undersigned participant's family, estate, heirs, administrators, or assigns. We accept total responsibility for any and all medical expenses (including transportation to and from any medical facility) that the undersigned participant incurs while participating in the Program.
- This waiver and release covers myself (including all heirs, executors, or administrators) and is given in consideration of acceptance of my registration/entry into the event. We agree to defend, indemnify, and hold harmless SFPA and its partners, affiliates, officers, directors, employees, agents and contractors, and each of them, from and against any and all third-party claims, actions, costs, damages, demands, losses, penalties, attorney's fees and expenses arising out of, or by reason of, the undersigned participant's participation in the Program, including but not limited to injury to or death of any person and damage to property or business of any person, without limitation.

We expressly assume all risks associated with the undersigned participant's participation in the Program.

This Acknowledgement and Release shall apply whether or not SFPA or any of its partners, officers, agents or employees is alleged to be negligent (whether active, passive, concurrent, or sole). This Acknowledgment and Release applies to any causes of action whether past, present, or future, whether foreseen or unforeseen, whether known or unknown. In connection therewith we waive any rights of a creditor under section 1542 of the California Civil Code, which provides:

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

We irrevocably grant unconditional permission to SFPA to use the undersigned participant's name, likeness, voice and biographical data. Any such materials may be used in whole or in part, in any and all media without limitation and without compensation, unless prohibited by law. We hereby release SFPA and its partners, officers, agents, and employees from liability in connection therewith.

We acknowledge our responsibility for, and agree to satisfy, any indebtedness the undersigned may incur while a participant in the Program. This Release and Acknowledgement is intended to be as broad and inclusive as permitted by the law of the State of California, and if any portion is held invalid, the balance shall continue in full legal force and effect. We have voluntarily signed this Acknowledgement and Release. We have knowledge of and familiarity with the potential risks and dangers relating to the Program, and we have had an opportunity to review and ask questions concerning this Acknowledgement and Release.

**I am 18 years or older and legally competent to sign this Acknowledgment and Release. I understand the terms hereof, and I have signed this document below on my own free will.**

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

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Street Mailing Address, City, State, Zip

( \_\_\_\_\_ )  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

☐ **I am UNDER 18 years of age.**

**(Please note if you checked the box at above signature/s of your parent/s or legal guardian/s are required below.)**

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

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Parent / Lawful Guardian of Participant Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date