

Adult Waiver of Liability and Assumption of Risk Agreement

Print Participant's Name:	Participant's Phone Number:
Print Emergency Contact & Relationship:	Emergency Contact's Phone Number:
Specific Activity:	Group Name, if applicable:
Date(s) of Activity:	Location:

Waiver: In consideration of being permitted to enter property owned by the City and County of San Francisco (CCSF) and/or ride as passengers in CCSF vehicles/watercraft under the jurisdiction of its Public Utilities Commission (SFPUC) (the "Property"), for purposes of the above-referenced Activity, I, for myself, my heirs, personal representatives and assigns, **do hereby release, waive, and forever discharge** CCSF and SFPUC and their respective officers, employees and agents (collectively, "Agents"), from any and all claims, causes of action and liabilities arising out of the Activity or entry onto the Property to the extent such claims, causes of action and liabilities are not exclusively caused by the active negligence or willful misconduct of CCSF and SFPUC and their respective Agents. I acknowledge and agree, for purposes of this waiver agreement, that the Property has certain inherent characteristics (for example, dirt access roads, poison oak, hazardous trees, wild animals, uneven or wet, slippery terrain, bodies of water, and other potentially dangerous characteristics commonly found at similar undeveloped properties), and that the existence of such characteristics and activities on the Property shall not constitute "negligence" as used above or dangerous conditions when the property is used with due care by Participant.

Assumption of Risks: Participation in the Activity on the Property carries with it certain inherent risks of injury or death associated with walking through, driving through, and/or volunteering in undeveloped areas that cannot be eliminated regardless of the care taken to avoid these risks. The specific risks vary from one activity to another, but the risks may include, but are not limited to, those associated with 1) falling; 2) uneven and/or wet terrain; 3) working near/in water; 4) trees and vegetation; 5) wild animals such as rattlesnakes; 6) physical exertion (e.g. heart attacks); 7) heat and dehydration; 8) disease and illness; 9) working with hand tools and supplies; 10) chemicals and other materials that can cause injury and that these materials may also be handled by unskilled volunteers; and 11) hazards due to unforeseen weather or mechanical breakdown. Depending on the activity performed, there may be no direct supervision of the volunteers by CCSF or SFPUC staff.

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

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 laws 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.

Acknowledgment of Understanding: I have read this waiver of liability and assumption of risk agreement, fully understand its terms, and **understand that I am giving up substantial rights**. I acknowledge that I am age 18 or older and signing the agreement freely and voluntarily.

Signature of Participant

Date