

## Agreement and Release of Liability

THIS FORM IS A LEGAL DOCUMENT. READ IT IN FULL.

### Sonoma County Agricultural Preservation and Open Space District "Preserve Partners" Program

*This must be completed for all participants and returned to the Public Engagement Specialist prior to participation in the program.*

In consideration for my participation in the Preserve Partner program, I hereby waive, release and discharge the Sonoma County Agricultural Preservation and Open Space District ("District") from all liability, including liability arising from theft or any act of negligence or want of ordinary care on the part of District, its directors, officers, agents, members, representatives, and assigns (collectively "Released Parties") for any and all claims of such liability, including claims relating to injury or damage from any cause whatsoever to me or my property arising out of my participation. This agreement is binding upon my executors, heirs and assigns.

I intend this to be a general release and expressly waive any rights I may have under California Civil Code 1542 which states: "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 this release, which if known by him might have materially affected his settlement with the debtor." I understand that, if I am injured or suffer damages as a result of my participation in the Preserve Partner Program, I cannot bring a claim or a lawsuit or recover damages against any of the Released Parties, even if my injuries or damages were their fault, or the fault of some other participant in the Preserve Partner Program.

I am familiar with the program for which I am registering. I have had all my questions about the nature of the activities, the conditions, and the property where the program will take place answered. I understand and agree that participation in the Preserve Partner program may subject me to certain risks, including risks associated with travel out of doors in more remote places, navigating rough terrain, and working with hand tools; vegetated areas with thorns, poisonous plants, overhanging branches and other hazards; areas inhabited by snakes, stinging and biting insects, and other potentially harmful animals; encounters with strangers; and that the foregoing and other conceivable situations encountered during the Preserve Partner program could be dangerous. I understand that possible injuries and illnesses include hypothermia, sunburn, heatstroke, dehydration, allergy attacks, strains, sprains, and broken bones, cuts, and splinters and other mild or serious conditions. I freely, voluntarily, and with this knowledge assume the risk of injury incurred in any way while participating in the Preserve Partner program.

**Participant Name (printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Participant/Student)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For informational purposes, please share the following participant health history information:**

Please circle any allergies participant may have: Insect Stings, Hay Fever, Asthma,

Food \_\_\_\_\_, Penicillin, Other: \_\_\_\_\_

Please describe known reaction to circled and list any medications carried: \_\_\_\_\_

Please circle any of the following diseases or disorders participant has had or has now: Heart Defect/Disease,

Epilepsy, Diabetes, Bleeding/Clotting Disorders, Hypertension, Other: \_\_\_\_\_

Describe circled from above \_\_\_\_\_