

Release of Liability Waiver

PROGRAM/ACTIVITY: ALVISO BOAT PROGRAM	DATE:	LOCATION: ALVISO MARINA COUNTY PARK
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1. Voluntary Participation. I voluntarily applied and agreed to participate in the listed program/activity of Santa Clara County, and/or to have my minor child(ren) participate in the listed County program or activity:

The Alviso Boat Program is an educational program at Alviso Marina County Park. The program is conducted aboard a pontoon-style boat in Alviso Slough.

The boat is owned by the County of Santa Clara and operated by the Santa Clara County Parks and Recreation Department. The length of the boat trip is up to eight (8) miles round trip from the Alviso Marina dock. All boat passengers are required to wear a life jacket at all times and must be able to safely get themselves into and out of the boat from the marina dock. Participants will need to access floating boat docks, which lack handrails and can exhibit some instability, and be able to board the floating boat. Boat passengers are limited to ages 8 and above and a minimum height of at least 42 inches.

2. Assumption of Risk. I AM AWARE THAT THIS PROGRAM/ACTIVITY MAY POSE SOME RISK OF INJURY OR DEATH TO A PARTICIPANT. I AM VOLUNTARILY PARTICIPATING IN THIS PROGRAM/ACTIVITY, OR ALLOWING MY CHILD TO PARTICIPATE, WITH KNOWLEDGE OF RISKS INVOLVED. I/we acknowledge, accept and understand that the risks, hazards and dangers associated with my/our participation may be caused by unforeseen events or circumstances; known risks, hazards or other dangers; adverse weather, slips, trips and falls, property damage or loss, extreme water temperatures, drowning, exposure to waterfowl hunting, potential exposure to contaminated water (industrial/agricultural runoff), extreme boating conditions; or, by the action, inaction or negligence of other people or by me/us.

3. Release. In consideration for my/our being permitted to participate in this County program or activity, I/we hereby certify, declare, represent, warrant and acknowledge, on behalf of myself/ourselves and my/our representatives, assignees, guardians, executors, heirs, next of kin and legal representatives, that I/we desire to and do hereby COVENANT NOT TO SUE, AND FOREVER RELEASE, WAIVE AND DISCHARGE ALL CLAIMS AGAINST, the County of Santa Clara and its officers, employees, contractors, agents and representatives (collectively, the "Released Parties") from and for any and all financial and other responsibility and liability for any and all personal injury (including death), losses, property damage, other injuries, damages, costs or expenses (the "Claims") I/we or others may or do incur or suffer as a result of my/our involvement in any County programs or activities, even when resulting from the negligence, the actions or inactions of the County of Santa Clara or any of the Released Parties. This release does not apply to Claims that are directly caused by the sole gross negligence or willful misconduct of the County of Santa Clara or that are directly caused by the sole gross negligence or willful misconduct of any of the Released Parties.

I/we fully understand, accept and acknowledge that I/we may have rights under California Civil Code § 1542 which 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.**

I/we certify, declare, represent, acknowledge and agree that I expressly waive (on behalf of myself, my children and others) any and all rights conferred under Civil Code section 1542, as well as any similar law of any local, state or territory of the United States.

INITIAL HERE:	{ } PARTICIPANT	{ } PARENT/LEGAL GUARDIAN
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4. Photo Release. I/we grant to Santa Clara County the perpetual, unlimited, royalty-free, non-revocable right to use any and all photographic, digital and electronic images and video or audio recordings of me/us/my child(ren) that are made by Santa Clara County or its representatives during my/our/my child(ren)'s participation in this County Program/Activity, including royalties, proceeds or other benefits from use of the photographs or recordings.

5. **Binding Effect.** It is understood and agreed that these terms and conditions herein are binding on me/us and my/our HEIRS, TRUSTEES, GUARDIANS, NEXT OF KIN, PERSONAL REPRESENTATIVES, RELATIVES, SPOUSE, SUCCESSORS and ASSIGNS and are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of these terms or conditions are held invalid, I/we agree, accept and understand that the balance shall, notwithstanding, continue in full legal force and effect.

6. **Knowing and Voluntary Execution.** I/we am/are legally competent to agree and capable of agreeing to all the terms and conditions contained herein and legally competent and capable of entering into and signing any forms or agreements requested of me/us including this one, on my/our own behalf and on behalf of those I/we represent (including my group, organization, child or children) without any requisite authority or approval first having been obtained from, through or by any other person, trust or entity. **BY SIGNING BELOW, I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND AND AFFIRM ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE COUNTY OF SANTA CLARA AND SIGN IT OF MY OWN FREE WILL.**

PRINT AND SIGN: IF UNDER AGE 18, PLEASE HAVE PARENT OR LEGAL GUARDIAN SIGN IN THE SPACE PROVIDED.

Full Name of Participant:	Phone Number:	Address:
Participant Signature:	Email:	City, State, Zip:
Parent/Guardian Signature (if above is a minor):		

EMERGENCY NOTIFICATION

Contact #1	Relationship	Home Phone #	Alternate Phone #
Street Address		City/State/Zip Code	
Contact # 2	Relationship	Home Phone #	Alternate Phone #
Street Address		City/State/Zip Code	