

**INTERNATIONAL COASTAL CLEANUP DAY 2014 (GUAM) WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK (PLEASE READ CAREFULLY)**

I agree as follows: 1) I am volunteering my services for International Coastal Cleanup Day 2014 (“the Event”), which is a charitable volunteer event sponsored by the Ocean Conservancy; 2) I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability; 3) I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities; 4) I am familiar with the safe operation and use of machinery, equipment, or tools that I may utilize in connection with the Event, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate safely; 5) I have received appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and I fully understand those instructions; 6) I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments; 7) I specifically acknowledge that I am engaging in this Event as a volunteer and not as a Government of Guam employee, agent, official, officer or representative, and further acknowledge that by participating in this Event I am not performing service for the Government of Guam in any capacity, and that I am not entitled to any compensation, benefit or insurance coverage from the Government of Guam, or any Event promoter, sponsor, organizer, or coordinator, nor will I make any such claim.

I understand and agree that neither the Government of Guam, nor any of their respective employees, officers, agents or assigns, (collectively referred to as “Released Parties”), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in the Event, or as a result of product liability or the negligence, whether passive or active, of any party, including other volunteers and the Released Parties, in connection with the Event.

I understand that cleaning up beaches, coastal areas, or inland water areas involves certain inherent risks, including but not limited to, the risks of possible injury, infection or loss of life as a result of contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, insects, or from over-exertion, or environmental conditions, including but not limited to flooding, rockslides, sun exposure, water hazards, or dangerous terrain. If I intend to use a watercraft or SCUBA equipment in connection with the Event, I also understand the risks related to the acquisition and use of such crafts and equipment, including but not limited to risks related to marine facilities and equipment, fuels and lubricants, weather, tides, water movement, watercraft operation (including risks related to exertion), collisions, water temperature (including hypothermia), sun exposure, swimming proficiency, and rescue efforts. Despite the risks, I still choose to participate in such activity.

No known physical or health limitation prevents me from safely participating in this Event. In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the Event of any harm, injury or damage that may befall me as a participant.

If I am injured during the Event, I authorize any physician licensed in a state or territory of the United States to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this liability waiver, or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding, and I have signed this document of my own free act. If any of these clauses or provisions shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the validity of the remaining clauses and provisions, which shall continue to be enforceable.

I agree to allow my image to be used in published materials and web sites that promote the Event and other International Coastal Cleanup Day events. By including my email address below, I understand that the organizers and sponsors of the Event may contact me about future International Coastal Cleanup Day events and other public education and outreach programs.

**I HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND ASSUMPTION OF RISK.**

Participant’s Name	Date	Street Address	Phone
Signature of Participant		Village, State, Zip	E-mail

**IF PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN.**

**DO NOT LEAVE MINORS UNATTENDED. The Released Parties will not accept responsibility for any unattended minors. All minors under the age of 18 must be accompanied by a parent, legal guardian, or other responsible supervising adult, who must be present and accountable for any minor participants. Groups with minors must appoint at least one (1) responsible supervising adult per five (5) minors.**

**I am the parent or legal guardian of the above participant and he/she has my permission to participate in International Coastal Cleanup Day 2014. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the Released Parties and the sponsors, coordinators, and organizers of the Event are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation.**

Parent/Legal Guardian’s Name	Date	Street Address	Phone
Signature of Parent or Legal Guardian		Village, State, Zip	E-mail

**DID YOU BRING YOUR OWN BUCKET/BAG, GLOVES AND/OR WATER BOTTLE TODAY?**  Bucket/Bag  Gloves  Reusable Water Bottle