

CAYUCOS SANITARY DISTRICT SUSTAINABLE WATER PROJECT TOUR

WAIVER & RELEASE OF LIABILITY

I, _____, desire to take a tour of the Cayucos Sanitary District (CSD) Sustainable Water Project, Water Resource Recovery Facility. In consideration of my (and/or my minor child) being permitted to enter the premises of the Facility for the limited purpose of a guided tour, I agree as follows:

1. I agree to comply with all applicable rules. I will listen carefully to all information and instructions provided by authorized CSD representatives and I will promptly comply with all instructions. I will not engage in any activity inconsistent with the purpose of my visit.
2. I will not touch or operate any materials or equipment within the Facility.
3. I understand that the Water Resource Recovery Facility is in operation and hazardous conditions and materials may be present.
4. In consideration of being allowed to visit the Water Resource Recovery Facility, I hereby voluntarily assume full responsibility for any and all risk of personal injury or death or property damage that may be suffered by me or my child during this visit to the Water Resource Recovery Facility, including injury, death or damage caused or alleged to arise from the negligence of the CSD. I voluntarily, on behalf of myself, my heirs, assigns and personal representatives, release, indemnify and hold harmless the CSD, including its officers, employees, agents, representatives, consultants, volunteers, and independent contractors, from any and all liability, and waive the right to bring any claim or legal action whatsoever arising from my or my child's visit to the Water Resource Recovery Facility. I further covenant not to bring any legal action against the CSD, its officers, employees, agents, representatives, consultants, volunteers, and independent contractors, for any injury, loss or damage resulting from my or my child's participation in this activity.
5. I hereby irrevocably authorize the CSD, or anyone authorized/designated by the CSD, to use or reproduce any and all photography and video which have been taken while on my tour of the Water Resource Recovery Facility by the CSD or authorized agent(s) for any purpose without compensation or further notice to me.
6. If any part of this Waiver and Release of Liability is found to be unenforceable or invalid, that portion shall be severed, and the remainder will remain in full effect.

This Waiver and Release of Liability is contractual and not a mere recital and applies whether or not injury or loss resulting from this activity is caused by an act or omission of the CSD, its officers, employees, agents, representatives, consultants, volunteers, or independent contractors, negligent or otherwise.

This Waiver and Release of Liability is binding on my heirs, executors, administrators, assigns, and all of my family members, and applies to all losses, whether known or unknown, suspected or unsuspected, related to my participation in this activity.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE WORDS AND LANGUAGE IN THIS WAIVER & RELEASE OF LIABILITY. I HAVE BEEN ADVISED OF THE POTENTIAL DANGERS THAT I MAY ENCOUNTER WHEN I VISIT THE WATER RESOURCE RECOVERY FACILITY. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND A COVENANT BETWEEN MYSELF AND THE CAYUCOS SANITARY DISTRICT, AND I SIGN IT OF MY OWN FREE WILL.

This Waiver and Release of Liability was executed on _____, 2022 in Cayucos, California.

Print Participant's Name	Signature of Participant	Date
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[If participant is a minor the following must be completed.]

I/We are the parents/guardian of _____, a minor. We hereby consent to said minor's participation in the tour of the CSD Sustainable Water Project Water Resource Recovery Facility and agree to indemnify and hold harmless the Cayucos Sanitary District, its officers, employees, agents, representatives, consultants, volunteers, and independent contractors, from any claim for injuries or damage that said minor may have against the Cayucos Sanitary District or its officers, employees, agents, representatives, consultants, volunteers, or independent contractors, by reason of his or her participation in tour. In addition, I/We waive all rights we may have under California Code of Civil Procedure Section 376, which provides for a parent's cause of action for injury to his or her child.

Print Parent/Guardian Name	Signature of Parent/Guardian	Date
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