

Company Name: \_\_\_\_\_

Beach Location: \_\_\_\_\_

**HEAL THE BAY PROGRAM WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK**  
**(“Release”)**  
**(PLEASE READ CAREFULLY)**

I agree as follows: 1. I am volunteering my services for the Heal the Bay beach cleanup event held on July 16, 2022 at the Santa Monica Beach Pier (“the Event”); 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 or if within ten (10) days preceding the Event, I tested positive or presumptively positive for COVID-19 or was in direct contact with or the immediate vicinity of any person who is either confirmed or suspected of being infected with COVID-19; 4. I am familiar with the safe operation and use of machinery, equipment and 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, I fully understand those instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by Event organizers; 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 activity as a volunteer and not as a State of California employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from the State of California, the Department of Beaches and Harbors, Heal the Bay, any MLB Entity (as defined below) or any other Event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither the State of California, the Department of Beaches and Harbors, Heal the Bay, the MLB Entities 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, illness (including COVID-19) 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 Released Parties, in connection with the Event. For purposes of this Release, the “MLB Entities” are the Office of the Commissioner of Baseball, the Major League Baseball Clubs, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, Tickets.com, LLC, Major League Baseball Charities, Inc. and each of their parent, subsidiary, affiliated and related entities.

I understand that cleaning up beaches 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, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, or dangerous terrain. 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, illness or damage that may befall me as a participant.

If I am injured during the Event, I authorize any physician licensed in California 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 release, 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.

I agree to allow my image to be used in published materials and web sites that promote the programs of Heal the Bay or Major League Baseball. **I acknowledge and agree that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and I hereby waive and release any and all claims that I may have or hereafter have against Released Parties under those statutes or any other statutes or common law principles of similar effect.**

**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 CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE AND CLAIMS FOR EXPOSURE TO OR CONTRACTION OF COVID-19 BY ME OR OTHER INDIVIDUALS EXPOSED TO COVID-19 BY ME.**

FOR CALIFORNIA RESIDENTS: I have agreed to this Release with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, and any other federal, state or local laws of similar effect. I intend to relinquish all claims against Released Parties, whether or not known or suspected and expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (or any federal, state or local laws of similar effect), which reads: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

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

_____	_____	_____	_____
Spelling of Participant's Name (PRINT)	Date	Address	Phone
_____		_____	_____
Signature of Participant		City, State, Zip	E-mail _____@_____

**IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN, IF ANY) MUST SIGN.**  
**I am the parent or legal guardian of the above participant and he/she has my permission to participate in the Event. I have read and agree to the provisions stated above for myself and the participant. Further, I understand and agree that the Released Parties 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.**

_____	_____	_____	_____
Signature of Parent or Legal Guardian	Date	Address	Phone
		_____	_____
		Zip	@_____ City, State, E-mail