

**RELEASE AND WAIVER OF LIABILITY,
INDEMNITY AGREEMENT AND ASSUMPTION OF RISK**

Read carefully before signing

UNITED WATER CONSERVATION DISTRICT allows access to Piru Creek from its property in compliance with requirements imposed by the Federal Energy Regulatory Commission.

I am aware that my participation in boating activities on Piru Creek, including, without limitation, white water kayaking, canoeing and rafting (collectively, "boating activities") is dangerous, physically demanding and extremely hazardous, involving risks of injury, death, and personal property loss or damage. The risks include, but are not limited to, injury or fatality due to immersion underwater, impact or entanglement with submerged or exposed objects (natural or artificial), slipping and falling, impact with other boats or motorized vehicles, accident or injuries in remote places without medical facilities, sprains, strains, dislocations, fractures and other injuries, exposure to temperature extremes or inclement weather, defective boating equipment or defective personal floatation device equipment or negligent use thereof, accidents while traveling to and from activity sites and other risks that may not be known. I am also aware that weather and water conditions are unpredictable and are dangerous. I am aware that Piru Creek contains natural conditions which may be dangerous. I am aware that submerged and exposed fencing, wire, low-hanging trees and other dangerous hazards and conditions may exist on and around Piru Creek, although specific hazards and conditions are unknown. I also acknowledge that the water level and speed of Piru Creek may fluctuate in a dangerous manner.

I am also aware that various measuring instruments (e.g. transducers, loggers and staff gauges) used for study purposes, which are mounted or affixed to metal posts (collectively "Equipment") have been installed in multiple locations in Piru Creek and its banks. Although the Equipment, where possible, has been flagged for visibility, no guarantees can be made that the Equipment will be visible to boaters in Piru Creek. Some of the Equipment may be submerged in the creek, i.e. below the flow of the water. I understand that the Equipment represents exposed and submerged object(s) which pose a risk to me that may result in injury or death or damage to property.

In consideration for access to UNITED WATER CONSERVATION DISTRICT's property, transportation by UNITED WATER CONSERVATION DISTRICT to Piru Creek, and use of Piru Creek from UNITED WATER CONSERVATION DISTRICT's property, **I AGREE AS FOLLOWS:**

RELEASE OF CLAIMS

I UNCONDITIONALLY AND FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE UNITED WATER CONSERVATION DISTRICT, or its directors, officers, employees, or agents; RANCHO TEMESCAL, L.L.C., or its partners, employees or agents (each a "RELEASEE" and collectively the "RELEASEES") for **ANY AND ALL CLAIMS OF LIABILITY OR CAUSES OF ACTION** for injury, death, property damage or other loss, now or in the future, arising from or related to my participation in boating activities or activities incidental thereto (including, without limitation, transportation to or from boating sites), or any other activities on UNITED WATER CONSERVATION DISTRICT's property or any other location on Piru Creek, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY RELEASEE**. I further agree that I am not entitled to any costs or attorneys' fees incurred in investigating, initiating or prosecuting any claim of liability or cause of action against any RELEASEE.

INDEMNITY

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all claims of liability or causes of action for any injury, death, property damage or other loss I and or any minor for whom I am responsible incur, **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY RELEASEE**. I further agree to pay any costs and attorneys' fees incurred by any RELEASEE arising from or related to any boating activities or activities incidental thereto, or any other activities on UNITED WATER CONSERVATION DISTRICT's property or any other location on Piru Creek.

NO TRESPASSING

I acknowledge that Piru Creek passes through the property of UNITED WATER CONSERVATION DISTRICT and through private property, and that trespassing on private property is forbidden. I agree not to trespass on private property.

ASSUMPTION OF RISK

I acknowledge the dangers of the boating activities (and activities incidental thereto), and I voluntarily **ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY** for injury, death, property damage or other loss **EVEN IF CAUSED BY THE NEGLIGENCE OF ANY RELEASEE**. I am free of any medical condition that might create undue risk to myself or others who might depend upon me in these activities.

IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELEASE RELEASEES FROM ANY LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH RELATED TO MY PARTICIPATION IN BOATING ACTIVITIES. I expressly agree that this agreement is intended to be as broad and inclusive as permitted by

the laws of the State of California and that, if any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I hereby release the RELEASEES from any claim whatsoever on account of first aid treatment or service rendered or not rendered to me, even if caused by the negligence of a RELEASEE.

I agree that no RELEASEE will or has any obligation to provide me with any floatation or life-saving device, and I acknowledge that no RELEASEE will or has any obligation to patrol Piru Creek or provide any life-guarding services.

I represent and warrant that if I am signing this agreement on behalf of a minor, I am authorized to sign this agreement on the minor's behalf and bind the minor and the minor's parent(s) or guardian(s). I agree to indemnify and hold the RELEASEES harmless if I am not so authorized. I agree to bear full responsibility for the minor, and I agree that to the full extent allowed by law neither I, the minor, nor the minor's parent(s) or guardian(s) may bring any claim of liability or cause of action against any RELEASEE with respect to the minor.

I have carefully read this agreement and fully understand its contents. **I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS.** I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the foregoing agreement. This **AGREEMENT** shall bind my heirs, executors, assigns, guardians, principals, legal representatives and family members.

Signature

Date

Print Name

Emergency Phone No.

Print Name of Minor
(if signing on behalf of minor)

Minor's Emergency Phone
No.(if different from
above)