

**CALIFORNIA DEPARTMENT OF FISH & WILDLIFE
UPPER NEWPORT BAY ECOLOGICAL RESERVE**



**RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND PROMISE NOT TO SUE**

*****THIS DOCUMENT AFFECTS IMPORTANT RIGHTS*****

As a condition of being allowed to participate in activities at the California Department of Fish and Wildlife's (CDFW) Back Bay Science Center (Program), I agree to the following:

1. **RELEASE:** I, as Participant, and on behalf of my heirs, representatives, and assigns, agree to release and hold harmless the California Department of Fish and Wildlife, its employees, officers, and agents (together hereinafter "Department"), from and against all claims, damages, losses, death and any actual or alleged personal injury, which is caused in whole or in part by any act or omission of the Department which arise from participation in the Program. I accept sole responsibility for my own actions in the event of injury, damages, or loss.
2. **ASSUMPTION OF RISK:** The Back Bay Science Center Program consists of field and laboratory experiences which will bring the Participant into contact with wildlife and equipment, such as boats and fishing nets, which are used during the course of the Program. Participants may be exposed to touch tanks and aquaria, lab materials and chemicals, and the rigors of hiking or riding in a boat in open water. Entering or exiting the boat may involve dockside or launch ramp risks, including falls and crush injuries. I hereby voluntarily assume all risks and responsibility for injury, death, or property damage foreseeably arising from Program activities even if not expressly stated above.
3. **Participant Acknowledgment:** The Participant has received this agreement in advance of the Program and has had the opportunity to read and review it in its entirety. It is the Participant's right not to sign this agreement and not participate in the Department Program. The Participant may seek advice from a lawyer before signing this document. The Participant acknowledges either seeking the advice of a lawyer or waiving the opportunity to speak to a lawyer before signing this agreement.
4. **Jurisdiction:** This agreement is governed by California law and shall be adjudicated by a California court.
5. If any portion of this agreement is declared invalid or unenforceable, the remaining terms will be enforceable. This document is a final and complete statement of the agreement between the Participant and CDFW. No other representations concerning the legal effect of this document have been made to the Participant.

I am 18 years or older.

Participant Signature: _____

Participant Name (please print): _____

Date: _____

If the Participant is under 18 years old:

I am the parent or legal guardian of the Participant. I have the authority to allow the Participant to participate in the Program. I agree to be bound by the terms of this agreement, and I sign this agreement on my minor Participant's behalf.

Parent/Guardian Signature: _____

Parent/Guardian Name: _____

Minor Participant's Name (please print): _____

Date: _____