



**VOLUNTARY RELEASE – ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT FOR
EAST BAY MUNICIPAL UTILITY DISTRICT MAIN WASTEWATER TREATMENT PLANT
PUBLIC TOUR ATTENDEES**

For and in consideration of permitting me to participate in a public tour of the Main Wastewater Treatment Plant located at East Bay Municipal Utility District (EBMUD) property at 2020 Wake Avenue, Oakland, California, 94607, on [ENTER DATE: _____], I [ENTER NAME: _____] the undersigned hereby VOLUNTARILY RELEASE, DISCHARGE, AND COVENANTS NOT TO SUE EBMUD, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (RELEASEES) for any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from my participation in said activity including, but not limited to, losses, damages, injury, or harm to me or to any other person or property resulting from negligent acts, errors or omissions of RELEASEES. Additionally, by signing this agreement, I further release and agree to hold harmless the RELEASEES from any and all claims and liabilities for injuries or property damage, including claims by third parties, arising from or related to my own negligent acts, errors or omissions, or willful misconduct.

The undersigned further agrees to indemnify, defend and hold the RELEASEES harmless from and against any loss, liability, expense, claims, suits, and damages, including attorney’s fees, that arise out of or result from my participation in said activity(ies), and/or presence on EBMUD property.

The undersigned acknowledges that I am aware of the risks associated with said activity(ies) and VOLUNTARILY elect to accept all risks associated with said activity(ies) and my entry onto EBMUD property to participate in said activity, whether those risks are known or unknown.

The undersigned acknowledges that I have read this document and fully informed myself regarding its contents and understand that it is a release of all claims and assumption of all risk inherent in said activity. I am fully aware of the legal consequences of signing this document and waiving my right to sue EBMUD, and I voluntarily sign my name evidencing my acceptance of the above provisions. I agree to take complete and total responsibility for my behavior and well being during the tour and to abide by instructions given by EBMUD staff at the site.

(signature of attendee)

(street address)

(print name)

(city, state, zip code)

(date)

(phone number)

In the event that the tour participant is under the legal age of consent, this form must be signed by a parent or legal guardian. By signing below, the parent or legal guardian acknowledges that they have read this document and have authority to sign the document and agree to release, hold harmless, indemnify and defend Releasees. The signature below represents an agreement to be bound by the terms of this document and to give permission for the participant to participate in the tour.

(signature of parent/guardian)

(street address)

(print name)

(city, state, zip code)

(date)

(phone number)