

**MEYERS FARMS FAMILY TRUST WATER BANKING AND WILDLIFE
HABITAT PROJECT WAIVER OF LIABILITY AND ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)**

I have requested permission to visit the Meyers Farms Family Trust Water Banking and Wildlife Habitat Project (the "Project") to participate in learning activities and/or participate in habitat creation/restoration and monitoring activities. I understand that permission will be granted only if this Waiver is executed.

I agree and acknowledge that: (1) I am volunteering my services for the Project without anticipation of any payment because I want to personally participate in and learn about the Project; (2) I will perform assigned tasks to the best of my ability, and I will not do tasks that are beyond my ability; (3) I am familiar with the safe operation and use of the equipment or tools that I may use during this activity, and I will not use any equipment or tools with which I am unfamiliar or do not know how to safely use; (4) I have received complete instructions about the work I will perform at the Project, including safety and emergency procedures, and I understand those instructions; (5) I will use only the supplies, equipment and tools provided by individuals supervising me at the Project, and will not do anything to damage to the Project in any way; (6) I will observe all safety rules and use care in the performance of my assignments; and (7) I am engaging in this activity at my own request and risk, and not as an employee, agent, official, officer or representative of any of the Released Parties, and I am not entitled to any compensation, benefit or insurance coverage from any of the Released Parties, nor will I make any such claim.

In exchange for permission to visit and participate in the Project, I personally assume all risks of any harm, injury or damage, whether foreseen or unforeseen, associated with my visit to and participation in the Project. I understand and agree that the U.S. Bureau of Reclamation, State of California, Fresno County, The Fresno County Office of Education), Marvin Meyers as trustee of the Meyers Farms Family Trust, Meyers Fanning, LLC, Central Unified School District and their respective employees, officers, agents, members, trustees, beneficiaries, affiliates and assigns (the "Released Parties") shall not be liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assigns that may occur as a result of my visit to the Project or any activities occurring while I am there, or as a result of product liability or the negligence (whether passive or active) of any party relating in any way to my visit. I agree to indemnify, defend and hold harmless the Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death by me, or my family, estate, heirs, or assigns, relating in any way to my visit to the Project or any activities occurring while I am there.

I understand that visiting and participating in the Project involves certain inherent risks, including, but not limited to, the risks of possible injury, infection or loss of life as a result of the proximity to running and standing water, uneven terrain, dense bushes, trees and underbrush, wildlife, environmental conditions or my own over-exertion. I also understand that some tasks on the Project may be in or around water, and that during this activity there is a possibility that I may fall into water and may need to swim or wade ashore. Despite these risks, I wish to visit and participate in the Project.

There are no personal limitations that would keep me from participating in the Project. Should I be injured while at the Project, I authorize any licensed physician to perform emergency or surgical treatment as in his/her sole judgment may be necessary. I understand the terms of this document are binding, and I have signed this document of my own free will.

I have fully informed myself of the contents of this Waiver by reading it before I signed it. I declare that I am over the age of 18 and legally competent to sign this document.

Signature of Participant: _____ **Date:** _____

Address and Telephone Number: _____

IF PARTICIPANT IS UNDER 18, HIS/HER PARENT OR GUARDIAN MUST SIGN. I am the parent or legal guardian of the above participant and he/she has my permission to visit and participate in the Project. I have read and agree to all of the provisions above on behalf of the participant and will be bound thereby.

Signature of Parent/Guardian _____ **Date:** _____

Signature of Participant: _____ **Date:** _____

Address and Telephone Number: _____