

Annual NASSCO Neighborhood Clean Up Event – June 9, 2018
WAIVER OF LIABILITY AND EXPRESS ASSUMPTION OF RISK
(PLEASE READ CAREFULLY)

I agree as follows: 1) I am volunteering for the NASSCO Neighborhood Clean Up Event (“the Event”) on a voluntary basis without anticipation of payment or benefit of any kind; 2) I will perform activities that are within my physical capability, and I will not undertake activities that are beyond my ability; 3) I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with the Event, and I will not undertake to use any equipment or tool with which I am unfamiliar or do not know how to operate safely; 4) I acknowledge that I have received and read appropriate instruction regarding this Event, including appropriate safety and emergency procedures, and that I fully understand those instructions and that I agree, after proper inspection, to use only the supplies, tools and equipment provided by the Event organizers; 5) I will perform only those activities offered at the Event, observe all safety and conduct rules, and use care in all of my activities, and I can refuse to perform any activity should I choose to do so; 6) I acknowledge that General Dynamics NASSCO and/or other Event organizers will be taking photographs and/or video of the Event and Event participants, that General Dynamics NASSCO and/or other Event organizers may use and reproduce said photographs and/or videos for promotional materials and publications freely and without any compensation or further notice, and I consent to the use of my image or likeness in any such publication; 7) I specifically acknowledge that I am engaging in this off-duty recreational / social activity as a volunteer, at my own request and risk, and not as a General Dynamics NASSCO employee, agent, officer, or representative, and further acknowledge that I am not entitled to any compensation, benefit, or insurance coverage from General Dynamics NASSCO or any Event promoter or sponsor, nor will I make any such claim.

I understand and agree that neither General Dynamics NASSCO nor any of its sponsors, donors, officers, directors, employees, agents, or representatives (hereinafter collectively referred to as “Released Parties”), may be held 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 participation in the Event, including as a result of product liability, dangerous or defective property, or the negligence of any party, including Released Parties, whether passive or active.

In consideration for being allowed to participate in the Event, I hereby personally assume all risks in connection with the Event for any harm, injury, or damage that may befall me as a participant, including all risks connected therewith, whether foreseen or unforeseen. **I RELEASE, WAIVE, COVENANT NOT TO SUE, AND FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY GENERAL DYNAMICS NASSCO AND EACH OF THE RELEASED PARTIES WITH RESPECT TO ANY DEMAND, CLAIM, CAUSE OF ACTION, LOSS OR EXPENSE, INJURY, LIABILITY, DAMAGE, ATTORNEYS’ FEES, OR LAWSUIT, OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR THEFT, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO MY PARTICIPATION IN THE EVENT, INCLUDING THOSE CAUSED IN WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, OR FAULT OF GENERAL DYNAMICS NASSCO OR THE RELEASED PARTIES.**

I know of no physical limitations that should keep me from undertaking the activities associated with this Event. If I should become injured or ill while participating in the Event, I consent to receive medical treatment and/or transport if it is warranted during my participation in the Event, and I will be responsible for the costs associated with any such medical care and/or transport. I further declare that I am over the age of eighteen and legally competent to sign this agreement, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, that this instrument is legally binding, and that I have signed this document of my own free act.

I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK CAREFULLY BEFORE I HAVE SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS AND I UNDERSTAND ITS TERMS AND CONDITIONS.

_____ Participant’s Full Name (Print)		_____ Address (Example: 1234 Maple Street, San Diego, CA 92113)	
_____ Phone	_____ Email	_____ Department (If applicable)	
_____ Signature	_____ Today’s Date	_____ NASSCO Badge # (If applicable)	

IF PARTICIPANT IS UNDER 18, THE PARENT (OR GUARDIAN) MUST SIGN.

I am the parent or legal guardian of the above participant and he/she has my permission to participate in this Event under the terms and conditions above. I have read and agree that the minor and I will be bound by all of the provisions stated above. I know of no health limitations that may restrict this volunteer’s participation in the Event.

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