



VOLUNTARY RELEASE – ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT FOR
BEAR VALLEY WATER DISTRICT MAIN WASTEWATER TREATMENT FACILITY
PUBLIC TOUR ATTENDEES

BVWD Wastewater Treatment Facility

For and in consideration of permitting:

ENTER NAME: _____

to participate in a public tour of the Bear Valley Water District (District) Wastewater Treatment Facility (WWTF) located in the meadow on the south side of Highway 4 near Bear Valley on

ENTER DATE: _____

for the limited purpose of a guided tour, the undersigned agree as follows:

1. The undersigned agrees to comply with all applicable rules, to listen carefully to all information and instructions provided by authorized District representatives and to promptly comply with all instructions. The undersigned will not engage in any activity inconsistent with the purpose of this visit.
2. The undersigned agrees to not use tobacco products while on the WWTF tour and will not bring or possess any weapons of any kind inside the facility or the surrounding area.
3. The undersigned agrees to not take photographs or make drawings or representations of the WWTF or anything located inside the WWTF or on its premises.
4. With the exception of general informational brochures provided by the Bear Valley Water District as part of the tour, the undersigned will not remove from the WWTF any documents or property of any kind belonging to the District or any other party, unless explicitly authorized in writing by the District to do so. The undersigned will assume unless otherwise instructed by an authorized District representative that any information, whether written or observed, that is obtained while visiting the WWTF is confidential and proprietary in nature, and will not disclose such information to any other person.
5. The undersigned will not touch or operate any equipment within the WWTF.
6. The undersigned understands that the WWTF is an active industrial facility that may use hazardous materials and/or chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm.
7. The undersigned hereby VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND COVENANTS NOT TO SUE THE DISTRICT, 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, negligent acts, errors or omissions, or willful misconduct of BVWD or any other participant which causes the undersigned property damage, injury, or death. Additionally, by signing this agreement, I further release the RELEASEES from any and all claims and liabilities for injuries or property damage arising from my own negligent acts, errors or omissions, or willful misconduct.

8. The undersigned hereby irrevocably authorizes the District, or anyone authorized/designated by the District, to use or reproduce any and all photography and video which have been taken while on the tour of the WWTF by the District or authorized agent(s) for any purpose by the District without compensation or further notice to me.

9. If any part of this release agreement is found to be unenforceable or invalid, that portion shall be severed, and the remainder will remain in full effect.

THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTAND THE WORDS AND LANGUAGE IN THIS AGREEMENT. I HAVE BEEN ADVISED OF THE POTENTIAL DANGERS THAT I MAY ENCOUNTER WHEN I VISIT THE WASTEWATER TREATMENT FACILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, ASSUMPTION OF RISK AND A COVENANT BETWEEN MYSELF AND THE BEAR VALLEY WATER DISTRICT, AND I SIGN IT OF MY OWN FREE WILL.

Date

Signature

Address

Print Name

Phone Number Email Address

In the event that the volunteer applicant is under the legal age of consent, this form must be signed by a parent or legal guardian.

Date

Signature of Parent

Address

Print Name

Phone Number E-Mail Address