



**WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
FOR EAST BAY MUNICIPAL UTILITY DISTRICT SITE VISIT**

In consideration for permitting _____ to participate in a site visit to

_____ on _____, the undersigned hereby agrees to the following:

I acknowledge I have voluntarily chosen to enter the East Bay Municipal Utility District (“EBMUD”)’s property. I am aware of the risks to my person and property and the risks to any minors for whom I have temporary or permanent guardianship (“Minors”) inherent in my and/or any Minors’ presence on EBMUD’s property.

I VOLUNTARILY ELECT TO ASSUME AND TO ACCEPT ALL RISKS to my person, to my property, to any Minors, and to the property of any Minors related to, arising out of, or resulting from the presence of myself and/or any Minors in EBMUD’s property, whether caused by the active or passive negligence, errors, and/or omissions of EBMUD, including without limitation its directors, officers, agents, representatives, employees, and independent contractors (“RELEASEES”). Risks may include, without limitation, slips or falls on uneven surfaces, active construction areas, and possible contact with chemicals or biological material.

I VOLUNTARILY RELEASE, DISCHARGE, WAIVE, AND COVENANT NOT TO BRING ANY CLAIM OR ACTION IN LAW OR EQUITY AGAINST RELEASEES for any and all loss, liability, expense, injury, harm, claims, lawsuits, and damages, including attorneys’ fees, related to, arising out of, or resulting from any of the following: (1) the presence of myself and/or any Minors on EBMUD’s property; (2) my and/or any Minors’ participation in any activities on EBMUD’s property, including without limitation site visits, tours, and bid walks; (3) the actions, inactions, active or passive negligence, errors, omissions, and/or willful misconduct of myself and/or any Minors; and (4) any active or passive negligence, errors and/or omissions of RELEASEES.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RELEASEES from and against any loss, liability, expense, injury, harm, claims, lawsuits, and damages, including attorneys’ fees, related to, arising out of, or resulting from any of the following: (1) the presence of myself and/or any Minors on EBMUD’s property; (2) my and/or any Minors’ participation in any activities on EBMUD’s property, including without limitation site visits and tours; and (3) the actions, inactions, active or passive negligence, errors, omissions, and/or willful misconduct of myself and/or any Minors while on EBMUD’s property.

I agree this Waiver and Release is governed by California law. If any portion is held invalid, I agree the remaining provisions shall remain valid and enforceable. I agree that no prior oral representations, statements, or inducements have been made nor shall be binding. I further agree that any dispute related to this Waiver and Release shall be filed and heard in the Superior Court of Alameda County.

I agree to make this Waiver and Release binding on my and any Minors’ personal representatives, heirs, successors, and assigns.

(continued on following page)

If I am participating in a job shadow program, I recognize that I am not an employee of EBMUD. It is further understood and agreed that as an independent participant and not an employee of EBMUD, I shall not have any entitlement as an EBMUD employee, nor the right to act on behalf of EBMUD in any capacity whatsoever, nor to bind EBMUD to any obligation whatsoever. I shall not be covered by EBMUD's workers' compensation insurance; nor shall I be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life or other insurance programs, or entitled to other fringe benefits payable by EBMUD to employees of EBMUD.

I have read this Waiver and Release and understand it is a release of all claims and assumption of all risk related to entering or being present on EBMUD's property. I am fully aware of the legal consequences of signing this Waiver and Release, and I voluntarily sign my name in acceptance of the above provisions.

_____	_____
(print name)	(street address)
_____	_____
(phone number)	(city, state, zip code)
_____	_____
(date)	(signature - <i>Digital Signatures are only accepted via Adobe or DocuSign, no scanned signatures.</i>)

In the event the person identified in the first paragraph of this Waiver and Release is under the age of 18, this form must be signed by a parent or legal guardian.

_____	_____
(print name)	(street address)
_____	_____
(phone number)	(city, state, zip code)
_____	_____
(date)	(signature of parent or legal guardian - <i>Digital Signatures are only accepted via Adobe or DocuSign, no scanned signatures.</i>)

District Organizer:

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