



Waiver and Release of Liability for
Landscaping Education Program Workshop

In consideration of permission granted by the Bay Area Water Supply & Conservation Agency ("BAWSCA") allowing the undersigned participant ("Participant") to participate in BAWSCA's Landscaping Education Program workshop (referred to as the "Activity"), I, the Participant, hereby agrees as follows:

1. Understanding the nature and purpose of the Activity, the Participant acknowledges that his or her participation in the Activity is done at the Participant's own risk and expressly assumes any risks.
2. The Participant will not make any claims or demands, nor take any legal action against BAWSCA or its member agencies*, any other entity or agency participating in the Activity, or their respective directors, officers, employees, agents and representatives, in connection with the Activity.
3. The Participant hereby waives, releases and holds harmless BAWSCA any other entity or agency participating in the Activity, including the officers, employees, agents and representatives from and against all claims, losses, demands, damages, causes of action and liabilities of every kind for injury to or death of any persons or for loss of or damage to any property arising out of or in connection with the Activity. This Waiver and Release of Liability is binding on Participant's successors, heirs, and assigns.
4. Participant agrees that this Waiver and Release of Liability supplements and does not exclude or preclude any statutory or other legal protections afforded to BAWSCA, any other entity or agency participating in the Activity, or their respective directors, officers, employees, agents and representatives, in connection with the Activity.
5. Participant hereby grants to BAWSCA, and any other entity or agency participating in the Activity, the absolute and irrevocable right to use, modify, publish, publicly display and copy any photograph(s) in whole or in part that BAWSCA or its agent takes of Participant during the Activity with or without name identification for illustration, trade, advertising, marketing and promotion of BAWSCA, or for any other purpose related to BAWSCA anywhere in the world and in any medium. Participant hereby waives any right to approve of any use of any resemblance/image of Participant. Participant hereby releases and discharges BAWSCA, its successors, assigns and designees (including any agency, client, designer, periodical or other publication) from any and all claims and demands arising out of or in connection with the use of any such photograph(s), including, but not limited to, any claims for copyright infringement, defamation, invasion of privacy or right of publicity.

(* BAWSCA is composed of 26 cities and water districts, and all references herein to BAWSCA include its member agencies).

I have read the foregoing Waiver and Release of Liability, fully understand its significance, and agree to these terms.