UPPER SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS FORM FOR VOLUNTARY PROGRAM PARTICIPATION

Name of Event:	Watershed Restoration Program
Date and Time of Event:	Saturday, October 24th; Saturday, November 14th, from 8:00 a.m. to 12:00 p.m.
Location of Event:	Angeles National Forest and San Gabriel Mountains National Monument

This Waiver, Release, Indemnification, and Hold Harmless form (the "Release") is executed by the individual whose name and signature are affixed below (the "Participant"), or if under the age of 18, Participant's parent or Guardian.

The U.S. Forest Service ("Forest Service") is the organizer of "Watershed Restoration Program", which is a program that allows volunteers to participate in the Event. In consideration of being permitted to participate in the Event, Participants are required to execute this Release. The Participant understands, acknowledges, and agrees that (1) the Event may include the use of material and supplies that require careful use and compliance with all safety and cautionary directives from Forest Service and (2) the Participant's use of such material and supplies shall be with due care and in a safe manner while participating in the Event.

Based upon the foregoing, the Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Acknowledgement of Program Host and Water District's Limited Role.** I acknowledge that the Event being offered are solely hosted and administered by Forest Service at a location not owned, controlled, or maintained by the Upper San Gabriel Valley Municipal Water District ("Water District"). Water District's role is limited to providing the opportunity to Participants to participate in the Event. Water District does not supervise, manage, or control Forest Service's Event or the Participants. Forest Service has forms that need to be executed by Participant in order to obtain Worker Compensation Insurance. Execution of this Release does not fulfill that requirement.

2. **Assumption of Risk.** I recognize and understand that participation in the above-referenced the Event involves some inherent risks, including the risk of accident and bodily injury, serious illness, death, or property damage. I assume all related risks and voluntarily participate in the Event.

3. **Release and Waiver.** I hereby waive, fully release, and forever discharge Water District, including its elected and appointed officials, officers, employees, agents, contractors, and volunteers (collectively, the "Water District"), of any duty owed to me. I hereby agree to waive and relinquish any claim or cause of action against Water District in relation to the Event, including without limitation, any loss, personal injury, disability, death, medical expenses, costs, attorney's fees, and any other type of expense, or property damage or loss due to any cause whatsoever, including but not limited to any negligence of Water District. I understand that this Release may be a complete bar and defense to any action or other proceedings instituted or filed by me against Water District on account of any matter contained herein. This document is not intended to release any party from any act or omission of gross negligence. I also understand that I am responsible for any injury or damage that I cause to others during the Event, and I hereby agree to hold harmless, indemnify and defend Water District from any and all claims or liabilities that may arise out of my participation in or presence at the Event.

4. **Photographic Release.** I understand I may be photographed or videotaped during the Event. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Water District

permission to copyright, and publish such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

5. **Civil Code § 1542.** I understand that this Agreement shall apply to any and all actions, fees, damages, losses, claims, liabilities and causes of action that are known or unknown, that may arise from my voluntary participation in the Event. I waive any and all rights conferred upon me by the provisions of California Code of Civil Procedure § 1542, which I understand reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

6. **Severability.** I further agree that no oral representations, statements, or inducements apart from this Agreement have been made by Water District or anyone else with regard to the subject matter of this Agreement. This Agreement is intended to be construed broadly to the full extent permitted under the laws of the State of California, and if any portion thereof is held by a court of competent jurisdiction to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

By signing below, I acknowledge and represent that I have read and understand the above, and that I voluntarily agree to its terms.

Signature: _____ Date:_____

Name of Participant (Print): _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE ("MINOR PARTICIPANT"):

Name of Minor Participant: _____ Date:_____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

OMB Control Number 1093-0006
Expiration Date 10/31/2024

VOLUNTEER SERVICE AGREEMENT—NATURAL & CULTURAL RESOURCES

1. VOLUNTEER AGREEMENT TYPE (Choose 1)	2. NAME OF GROUP (if applicable)
☒ Individual OR ☐ Group	Upper District

3. NAME OF VOLUNTEER OR GROUP LEADER COMPLETING FORM (Last, First)	4. U.S. CITIZEN OR PERMANENT RESIDENT
	☐ Yes, I am a U.S. citizen or Permanent Resident ☐ No, I am not a US Citizen or Permanent Resident (if applicable, list visa type_____)

5. STREET ADDRESS, APT #	6. CITY	7. STATE	8. ZIP CODE

9. DATE OF BIRTH	10. PHONE	11. EMAIL ADDRESS

12. DEMOGRAPHIC INFORMATION (Optional): Please indicate both ethnicity and race and tell us if you are a veteran or have a disability. Multiracial respondents may select two or more races. This information will inform our understanding of diversity and inclusion among the volunteer force in the natural and cultural resource areas.

12a. **Ethnicity** (Select one):	12b. **Race** (Select one or more, regardless of ethnicity):	12c. Are you a Military Veteran or Active Duty Military? ☐ Yes ☐ No
☐ Hispanic, Latino, or Spanish Origin ☐ Not Hispanic, Latino, or Spanish Origin	☐ American Indian or Alaskan Native ☐ Asian ☐ Black or African American ☐ White ☐ Native Hawaiian or Other Pacific Islander	12d. Do you have a disability? ☐ Yes ☒ No

EMERGENCY CONTACT INFORMATION

13. NAME (Last, First)	14. PHONE	15. EMAIL ADDRESS	
16. STREET ADDRESS, APT #	**17. CITY**	**18. STATE**	**19. ZIP CODE**

GOVERNMENT OFFICIAL COMPLETES THIS SECTION

20. NAME OF AGENCY/ BUREAU	21. AGREEMENT #
US Forest Service/Angeles National Forest	
22. AGENCY CONTACT NAME (Last, First)	23. AGENCY CONTACT EMAIL & PHONE
Edgar Hermosillo	Edgar.Hermosillo@usda.gov, 385-223-0663
24. REIMBURSEMENTS APPROVED: ☐ Yes ☒ No Type and Rate of Reimbursement:	25. VOLUNTEER POSITION/GROUP PROJECT TITLE: Tree planting

26. **Description of service to be performed.** Provide a brief abstract of volunteer or service activity and the location of the volunteer activity, and attach description of service to be performed. Service description should include details such as time and schedule commitment, use of government vehicle, use of personal equipment and/or vehicle, skills required (note certifications if necessary), level of physical activity required, etc.

VOLUNTEER/SERVICE ACTIVITY ABSTRACT

Ongoing Stewardship & Maintenance Projects in the Angeles National Forest (ANF) and San Gabriel Mountains National Monument (SGMNM). See fully executed Collection Agreement #23-CO-11050100-001 and attached "Description of Service" for detailed information.

27. **Check all that apply:** ☒ Description of service attached ☒ OF-301b Volunteer Sign-up Form for Groups attached ☐ Risk Assessment attached
☐ Valid Driver's License required ☐ Background Investigation required
☐ Medical Clearance Required ☒ Other: JHA

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PARENTAL CONSENT FOR VOLUNTEER UNDER AGE 18

28. NAME	29. PHONE	30. EMAIL ADDRESS	
31. STREET ADDRESS, APT #	29. CITY	30. STATE	31. ZIP CODE

32. I affirm that I am the parent/guardian of the abovenamed volunteer. I understand that the agency volunteer program does not provide compensation, except as otherwise provided by law; and that the service will not confer on the volunteer the status of a Federal employee. I have read the attached description of the service that the volunteer will perform. I give my permission for _____ to participate in the specified volunteer activity.
33. (NAME OF YOUTH)

34. Parent/Guardian Signature | Date

VOLUNTEER & GROUP LEADER AFFIRMATION

35. ☐ I understand that I will not receive any compensation for the above service and that volunteers are NOT considered Federal employees except as otherwise provided by law. I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the government or I may cancel this agreement at any time by notifying the other party. I understand that my volunteer position may require a reference check, background investigation, and/or a criminal history inquiry in order for me to perform my duties.

☐ I understand that all publications, films, slides, videos, artistic or similar endeavors, resulting from my volunteer services as specifically stated in the attached job description, will become the property of the United States, and as such, will be in the public domain and not subject to copyright laws.

☐ I understand the health and physical condition requirements for doing the work as described in the job description and at the project location.

☐ I know of no medical condition or physical limitation that may adversely affect my (or members of the group's) ability to provide this service. (If a group, see attached OF-301b)

☐ I consent to being photographed and to the release of my photographic image. (If a group, see attached OF-301b)

I do hereby volunteer my services as described above, to assist in authorized activities at Angeles National Forest **and I agree to follow all applicable safety guidelines. See attached OF301b attached if a member of a group. (NAME OF FEDERAL AGENCY)**

36. Signature of Volunteer or Group Leader | Date

The abovenamed agency agrees, while this arrangement is in effect, to provide such materials, equipment, and facilities that are available and needed to perform the service described above, and to consider you as a Federal employee only for the purposes of tort claims, liability and injury compensation to the extent not covered by your volunteer group, if any.

37. Signature of Government Representative | Date

TERMINATION OF AGREEMENT

38. Agreement Terminated Date: 3/1/2027 | Total Hours Completed:

39. Signature of Government Representative:

PUBLIC BURDEN STATEMENT

Completing this form is voluntary, but failure to provide the information will prevent program participation. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1093-0006. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of the Interior (USDOI), U.S. Department of Agriculture (USDA), U.S. Department of Defense (USDOD), and U.S. Department of Commerce (USDOC) are equal opportunity providers and employers and prohibit discrimination in all programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means of communication of program information should contact the volunteer program to which they are applying. If you would like to file a Section 508-related complaint, please contact the DOI Section 508 Program via email at section508@ios.doi.gov or phone (202) 208-1530.

PRIVACY ACT STATEMENT

Collection and use is covered by Privacy Act System of Records INTERIOR/DOI–05 Interior Volunteer Services File System (which may be viewed at https://www.doi.gov/privacy/doi-notices) and OPM/GOVT–1 General Personnel Records (which may be viewed at https://www.opm.gov/information-management/privacy-policy/ #url=SORNs) and is consistent with the provisions of 5 USC 552a (Privacy Act of 1974), which authorizes acceptance of the information requested on this form. The information is used to identify persons interested in participating in a government volunteer program, managing the volunteer program, including tort claims and injury compensation. Records or information contained in this system may be disclosed outside the agencies participating in this program as a routine use pursuant to 5 U.S.C. 552a(b)(3. Completing this form is voluntary, but failure to provide the information will prevent program participation.