



ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Agreement is entered into on the date signed below between Carmel Owls (“Organizer”) and _____ (“Participant”).

1. Voluntary Participation and Assumption of Risk

Participant acknowledges that they are voluntarily allowing the tree-mounted owl platform to be installed on their tree and property (“Activity”). Participant understands that this Activity involves inherent risks, including but not limited to:

- the owl platform falling from height
- collapse or structural failure of the owl platform
- falling branches or debris
- equipment malfunction
- misuse or operator error of the cherry picker also known as a boom lift

Participant acknowledges that these risks may result in serious bodily injury, paralysis, or death to the Participant, and voluntarily accepts and assumes full responsibility for all such risks.

2. Release of Liability

To the fullest extent permitted by law, Participant hereby releases, waives, and discharges Organizer and Organizer’s volunteers, contractors, and agents from any and all claims, demands, causes of action, damages, losses, or liability arising from or related to the Activity, whether occurring before, during, or after participation, including claims resulting from Organizer’s ordinary negligence.

3. Indemnification

Participant agrees to indemnify, defend, and hold harmless Organizer against any claims, lawsuits, damages, attorney fees, or costs brought by Participant or any third party in connection with the Activity, including claims arising from Participant’s actions or negligence.

4. Medical Treatment & Insurance

Participant understands that Organizer will not provide medical care or insurance. Participant certifies that they have adequate medical, disability, and liability insurance to cover any injury or damage or agrees to bear full responsibility for all expenses.

5. No Assurance of Safety

Participant acknowledges that Organizer has made no express or implied guarantee that the owl platform or cherry picker is safe or fit for use.

6. Governing Law and Severability

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is found unenforceable, the remaining provisions shall continue in full effect.

7. Binding Effect

Participant agrees that this Agreement is binding on Participant, Participant’s heirs, assigns, and representatives.

SIGNATURE

Participant Name (print): _____ Date: _____

Signature: _____ Address: _____

Telephone: _____

Mail to: Attn: Carmel Owls, Paul, Chief Owl, PO Box 6573, Carmel by the Sea, CA 93921-6573