



## **ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

This Agreement is entered into on the date signed below between **Carmel Owls**, a volunteer community organization (“Carmel Owls” or “Organizer”), and \_\_\_\_\_ (“Participant”).

### **1. Description of Activity**

Participant has requested that volunteers of Carmel Owls place and install a free owl nesting platform high in a tree located on Participant’s private property. The installation will be performed using a mechanical lift device, commonly known as a **cherry picker**, and related tools and equipment (collectively referred to as the “Activity”).

Participant understands and agrees that this Activity is being performed entirely by unpaid volunteers as a community service, without charge, and solely at the request and for the benefit of the Participant.

### **2. Voluntary Participation and Assumption of Risk**

Participant acknowledges that they are voluntarily allowing Carmel Owls volunteers to enter their property and to install an elevated owl platform in their tree.

Participant understands that this Activity involves inherent and significant risks, including but not limited to:

- the owl platform falling from height
- collapse or structural failure of the owl platform
- damage to the Participant’s tree or property
- falling branches, tools, or debris
- equipment malfunction
- misuse or operator error of the cherry picker
- injury to persons on or near the property

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

### **3. Release of Liability in Favor of Carmel Owls**

To the fullest extent permitted by law, Participant hereby fully and forever releases, waives, and discharges **Carmel Owls and all of its unpaid volunteers, members, officers, contractors, and agents** from any and all claims, demands, causes of action, damages, losses, or liability of any kind arising from or related to the Activity.

This release applies to any and all claims occurring before, during, or after the installation of the owl platform, including but not limited to claims for personal injury, wrongful death, or property damage, even if such claims arise from the ordinary negligence of Carmel Owls or its volunteers.

### **4. Indemnification**

Participant agrees to indemnify, defend, and hold harmless Carmel Owls and its volunteers from any claims, lawsuits, damages, attorney fees, or costs brought by the Participant or by any third party in connection with the Activity or the presence of the owl platform on Participant’s property, including claims arising from Participant’s own actions, negligence, or failure to maintain the platform after installation.

### **5. Medical Treatment & Insurance**

Participant understands that Carmel Owls does not provide medical care or insurance of any kind. Participant certifies that they have adequate medical, homeowner’s, and liability insurance to cover any injury or damage that may occur to the Participant and agrees to bear full responsibility for all expenses not covered by the Participant’s insurance.

## 6. No Assurance of Safety

Participant acknowledges and agrees that Carmel Owls has made no express or implied warranty or guarantee that:

- the owl platform will remain secure
- the installation process is free from risk
- the cherry picker is completely safe
- wildlife activity will occur or be successful

Participant accepts that the platform is installed as a community service project without any guarantee of performance or safety.

## 7. 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 to be unenforceable, the remaining provisions shall continue in full force and effect.

## 8. Binding Effect

Participant agrees that this Agreement is binding on Participant and on Participant's heirs, assigns, family members, guests, tenants, and legal representatives.

---

## PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY TO RELEASE AND PROTECT CARMEL OWLS AND ITS UNPAID VOLUNTEERS FROM LIABILITY.

Participant Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

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