Catch Basin Marking Program

Liability Release Form

The Catch Basin Marking Program (the "Program") is a collaborative initiative between the City of New Westminster (the "City") and community volunteers who care about protecting our local environment. The Program is designed to raise awareness about the direct connection between catch basins, also deferred to as storm drains, and our local waterways, and remind everyone that only rain should go down the drain. By raising awareness and preventing litter, leaves, and pollutants from entering catch basins, participants play a vital role in keeping our rivers, lakes, and green spaces clean and healthy.

As part of the Program, participants will paint a yellow fish next to designated City catch basins and ensure the area around each catch basin is free of litter, leaves, vegetation, debris, and other unwanted items. While participating, volunteers may encounter dangerous conditions, unsafe items, damaged infrastructure, or potentially hazardous materials.

Participants must be over 18 to sign out a Catch Basin Marking kit. All participants must sign and submit the Liability Release Form. All minors must have consent from parent/legal guardian.

By registering for the **Program**, a participant (the "**Volunteer**") agrees to:

1. Obey all laws and regulations, including traffic laws, while volunteering for the **City**;
2. Read and adhere to safety guidelines and instructions in the kit;
3. Ensure that all minors, under the age of 18, have been given parental permission to participate and are provided with adult supervision;
4. Supervise and assume responsibility for any minors and any other individuals who may attend with or assist the **Volunteer** when participating in the **Program**;
5. Perform all assigned tasks to the best of my ability, and not be under the influence of alcohol or illegal drugs while participating in the **Program**;
6. Give the **City** consent to communicate with me about this **Program** by phone, text, email and/or mail.
7. Upon completion of my duties as a **Volunteer**, I will commit to return all the **Program** supplies I have been provided within two weeks of my requested pick-up date.

Release of Liability

The **City** is hereby released from any and all claims, demands, actions, or causes of action, known or unknown that that **Volunteer**, their heirs, executors, administrators, or assigns may have or claim to have against the **City** arising out of or related to the **Program.**

Acknowledgement of Risk

The **Volunteer** acknowledges that they voluntarily choose to participate in the **Program** and they assume full responsibility for any damages, claims, injury or adverse effects that may result from their participation. I understand that the nature of the **Program** is such that the **City** cannot identify all of the risks, dangers, hazards, and potential consequences of the **Program** and cannot guarantee that I will not be injured or harmed. I understand and accept that it is my responsibility to consider and understand the risks, dangers, hazards, and potential consequences of the **Program**. I agree that my fitness level is appropriate for the **Program** and any known physical conditions that I may have will not affect my participation in the **Program**.

No Admission of Liability

The Release shall not be construed as an admission of liability for the **City**. The **City** denies any liability or wrongdoing and enters into this Release solely to avoid the cost and inconvenience of potential litigation.

Binding Effect

This Release shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

Governing Law

This Release shall be governed by and construed in accordance with the laws of the Province of British Columbia, without regard to its conflict of law principles.

Entire Agreement

The Release constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, understandings, or representations.

Severability

If any provision of this Release is found to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Release, and the remaining provisions shall be enforced to the fullest extent permitted by law.

Voluntary Agreement

I acknowledge that I have read this Release, understand its terms, and have voluntarily signed it with full knowledge of its significance.

Volunteer: _____ _____
Print Name Signature

Home Address: _____

Date: _____

This information is collected by the City of New Westminster under Section 26(c) of the Freedom of Information and Protection of Privacy Act and will be used to process and manage your application to participate in the Catch Basin Marking Program. Should you have any questions about the collection and use of your personal information please contact the FOI and Privacy Coordinator, 511 Royal Avenue, New Westminster, V3L 1H9, 604-636-3551, privacy@newwestcity.ca.

Submit the signed Liability and Release form to waterconservation@newwestcity.ca prior to picking up kit.

Parental Consent (Under 18 Years)

Volunteers who are 18 years of age and younger are requested to obtain consent for volunteering from a parent or legal guardian.

CONSENT

For

VOLUNTEER NAME
(Please print)

I am aware of the nature of the activities, duties and risks for which this individual has volunteered for and hereby confirm that they are able to perform the volunteer duties without injury or harm to themselves or to others. I acknowledge that I am responsible for informing the City of New Westminster should any of the aforementioned conditions change.

As the parent/legal guardian of the individual named above I agree and consent to them volunteering with the City of New Westminster Catch Basin Marking Program and agree to the above terms of this agreement.

Parent/Guardian: _____ _____
Print Name Signature

Home Address: _____

Date: _____

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