

**Access to Lake Bard Property
RELEASE AND WAIVER OF LIABILITY**

In consideration of being permitted to enter upon the property around Lake Bard located at 2100 Olsen Road, Thousand Oaks, California owned by Calleguas Municipal Water District (the "Property") on _____, 20____, I hereby execute and deliver this Release and Waiver of Liability ("Release") to and for the benefit of Calleguas Municipal Water District, its directors, officers, employees, attorneys, agents, successors and assigns (collectively the "District"). I do hereby voluntarily, and without duress, execute this Release and consent and agree as follows:

1. Waiver and Release. I hereby waive, covenant not to sue, release and forever discharge, indemnify and hold harmless the District from any and all liability, claims, demands, fines, orders, actions, damages, costs and expenses (including attorney's fees) of whatever kind or nature, either in law or in equity, arising out of or in any way connected with or related to my presence or activities on the Property. I understand that this Release discharges the District from any and all liability or claims that I may have against the District with respect to any bodily injury, personal injury, illness, medical expenses, death, property damages or consequential expenses or losses that may result from my presence on, use of, and/or participation in activities on the Property.
2. Governing Law. I agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the remaining provisions of this Release which shall continue to be enforceable.
3. Binding on Successors. I agree that this Release is and shall be binding upon my spouse, heirs, executors, representatives and successors.
4. Execution. If I am a parent or guardian of a minor entering upon District property, I understand that by signing this waiver of liability I, and the minor on whose behalf I am signing, are bound by its terms.
5. Rules for Use. I agree to abide by the following rules:
 - a. Before entering the property, I will produce a driver's license or other government issued photo ID upon arrival and allow a District employee to write down my Driver's License Number and verify my identity against the photo.
 - b. I will not fish, touch or enter the water, or place anything in the lake.
 - c. I will stay on the paved roads.
 - d. I will not smoke.
 - e. I will not bring firearms onto the property.
 - f. I will not take photos of the parts of the dikes and dams facing away from the lake.

IT IS MY INTENTION BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON MYSELF, TO THE EXCLUSION OF THE DISTRICT, AND TO EXEMPT AND RELIEVE THE DISTRICT FROM ALL LIABILITY OR RESPONSIBILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH.

Print Name

Signature