ASSUMPTION OF RISK AND RELEASE FORM

***Catawba* RIVERKEEPER®**

1. Risks of Activities. I understand that participation in the activities of the Catawba River Foundation, Inc. ("CRF"), the *Catawba* Riverkeeper®, the Lakekeepers, and the Covekeepers (the "Activities") involves risks that may be greater than other common activities, including but not limited to, risks involved with being on and around the water, of piloting and using boats and other water craft, of lightning and severe weather, of sampling potentially contaminated water and effluent, and the risks of personal injury and drowning. I have considered the risks and I am willing to accept and assume all risks relating to my involvement with the Activities. I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in these Activities. I hereby release the CRF (including its employees, officers, directors, agents, and successors), the *Catawba* Riverkeeper®, the Lakekeepers and the Covekeepers (the "Riverkeeper Organization") from liability for any injury, loss, damage, accident, delay, or expense arising out of or related to any such Activities and my participation therein.

2. Health and Safety. Understanding the risks involved, I hereby state that I am physically fit to participate in these Activities. I recognize that the Riverkeeper Organization is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment, emergency medical treatment or hospital care as a result of my participation in the Activities, the Riverkeeper Organization is released from any liability and is not responsible for the cost or quality of such treatment or care.

3. Standards of Conduct. I will be responsible for and comply with all applicable laws, regulations, and standards of conduct, including but not limited to the Riverkeeper Organization's rules, standards, and instructions for behavior set forth in training programs of the Riverkeeper Organization. Except in an emergency, I will not use or pilot any boat, vehicle, equipment or vessel owned or controlled by the Riverkeeper Organization unless I have completed all training required by the Riverkeeper Organization and by law, and I have received explicit authorization from the *Catawba* Riverkeeper® or the Executive Director of CRF.

4. Assumption of Risk and Release of Claims. Understanding the risks described above, and in consideration of being permitted to participate in the Activities, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activities. Except as provided above, I release and indemnify the Riverkeeper Organization from and against any present or future claim, loss, or liability for injury to person or property that I may suffer, or for which I may be liable to any other person, as a result of my participation in the Activities. Except in the event of my unauthorized or incidental actions, if legal proceedings are brought against the Riverkeeper Organization I agree to be represented as part of the Organization to the fullest extent of the law. I HAVE CAREFULLY READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND RELEASE FORM.

_____ _____ _____

Name of Participant Signature of Participant Date

Address: _____ City: _____ State: ____ Zip: _____

Phone No.: _____ Email: _____

Emergency Contact: _____ Contact's Phone No.: _____

Consent of Parent or Legal Guardian (if participant is under 18 years of age):

I am the parent or legal guardian of the above Participant, have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Participant as described in this Release Form, and agree, for myself and for the Participant, to be bound by its terms.

_____ _____ _____

Name of Parent/Guardian Signature of Parent/Guardian Date