

# ASSUMPTION OF RISK AND RELEASE FORM

## Catawba Riverkeeper Foundation Event Participation

1. Risks of Activities. I understand that participation in the activities of the Catawba Riverkeeper Foundation, Inc. ("CRF"), including on-the-water activities and clean-ups, (the "Activities") involves risks that may be greater than other common activities, including but not limited to, risks involved with being on or around the water, of piloting and using boats and other watercraft, of lightning and severe weather, of contact with potentially contaminated water and effluent, close personal contact with other participants, 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 CRF (including its employees, officers, directors, agents, and successors), the Catawba Riverkeeper®, and any volunteer staff (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 CRF 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, CRF is released from any liability and is not responsible for the cost or quality of such treatment or care. I further state that to the best of my knowledge I do not have any contagious disease, nor have I exhibited symptoms of or been exposed to any contagious disease in the past 14 days.

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 CRF's rules, standards, and instructions for behavior set forth in training programs of CRF. Except in an emergency, I will not use or pilot any boat, vehicle, equipment or vessel owned or controlled by CRF unless I have completed all training required by CRF and by law, and I have received explicit authorization from the CRF staff member supervising this event.

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 CRF 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 CRF 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.

5. Photos/Likeness. I agree to allow CRF to use my photo or likeness taken during the event to publicize and promote this event or other future events sponsored by the organization.

6. Online Confirmation. I understand that in order to participate in this event, I am registering online and will be required to check a box on the registration confirming that I have read this risk and release form. I understand that it is my sole responsibility to read this form provided online and by checking the box in the registration I agree to comply with the above.

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

If necessary for the online consent, I confirm that I am the parent or legal guardian of the identified 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.