

**PARTICIPANT AGREEMENT, RELEASE AND  
ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE FORM  
Catawba Riverkeeper Foundation, Inc.**

1. Assumption of Risk and Release of Claims. I, the undersigned participant (the “**Participant**”), hereby acknowledge and understand that participation in any of the activities of the Catawba Riverkeeper Foundation, Inc. (the “**CRF**”), including without limitation 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 injury, death, drowning, physical or mental illness or disease, or damage to me, my property or to third parties. I have been made aware of and fully understand and acknowledge that there are certain known risks and unknown or unanticipated risks inherent in the Activities, that I have considered those risks and that I am willing to accept and assume all risks relating to my involvement with the Activities. I, for myself and my respective heirs and assigns, hereby voluntarily assume all such risks, whether risk of injury or loss of life to myself or third parties, or loss of or damage to my property or the property of third parties, arising out of my participation in the Activities. I hereby release CRF, the Catawba Riverkeeper®, and each of their respective officers, directors, employees, volunteers, agents, representatives, third-party partners, affiliates and successors and assigns (collectively, the “**Riverkeeper Organization**”) from any and all liabilities, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activities, including specifically (but not limited to) any and all claims arising out of or relating to the negligent acts or omissions or any person or entity, including of the Riverkeeper Organization, for any and all injury, loss, damage, accident, delay, or expense arising out of or related to the Activities and my participation therein.

2. Health and Safety. Understanding the risks involved, I hereby state that I am physically fit to participate in the Activities. I acknowledge and agree 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 therefor 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. At all times during the Activities, I will be responsible for and comply with all applicable laws, regulations, and standards of conduct, including but not limited to Riverkeeper Organization’s rules, standards, and instructions for behavior set forth in training programs of Riverkeeper Organization. I will not use or pilot any boat, vehicle, equipment or vessel owned or controlled by Riverkeeper Organization unless I have completed all training required by Riverkeeper Organization and applicable law, and I have received explicit authorization from the CRF staff member supervising this event.

4. Photos/Likeness. I agree to allow CRF and its third-party partners the absolute and irrevocable right and permission, in respect of my photo or likeness that have been or will be taken of me during the Activities, to copyright the same, in the name of CRF or otherwise; to use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs, and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever; and to use my name in connection therewith. I hereby release and discharge the Riverkeeper Organization from any and all claims and demands arising out of or in connection with the use of the photographs, including without limitation any and all claims for libel or invasion of privacy.

*[signature appears on following page]*

[signature page to Participant Agreement, Release and Acknowledgment and Assumption of Risk and Release Form]

**MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Signature of Participant

Phone Number: \_\_\_\_\_

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 Participant Agreement, Release and Acknowledgment and Assumption of Risk and 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 Form, and agree, for myself and for the Participant, to be bound by its terms.

\_\_\_\_\_  
Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date