

WAIVER AND RELEASE FROM LIABILITY

In return for being allowed to participate in the Hutchinson River Restoration Project activities and all related activities, including any activities incidental to such participation, the undersigned Participant, or Parent/Legal Guardian of Participant if Participant is under age 18, (hereafter referred to using "I", "me", or "my") releases and agrees not to take legal action against Hutchinson River Restoration Project and/or its officers, directors, employees, sub-contractors, sponsors, agents, volunteers and affiliates involved in the Hutchinson River Restoration Project (collectively, " Hutchinson River Restoration Project Affiliated Organizations and Participating Individuals"), from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Event.

I understand and agree that Hutchinson River Restoration Project Affiliated Organizations and Participating Individuals are not responsible for any injury or property damage arising out of my participation in the Event even if caused by their ordinary negligence or otherwise.

I understand that the Event may be photographed, live streamed, archived, and televised/recorded by film crews and authorized personnel. Should my image, likeness, or voice be photographed, taped, or otherwise recorded during the Event, I irrevocably consent to the reproduction and use of such photography, tapes, and other recordings by Hutchinson River Restoration Project Affiliated Organizations and Participating Individuals, its designees and licensees, free of charge.

I understand that participation in the Event involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Event with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless Hutchinson River Restoration Project Affiliated Organizations and Participating Individuals for all claims arising out of my participation in the Event.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of New York State and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect.

I also acknowledge that the Hutchinson River Restoration Project Affiliated Organizations and Participating Individuals have not arranged and do not carry any insurance of any kind for my benefit or that of any Participant (and if Participant is under 18), my parents, guardians, trustees, heirs, executors, administrators, successors and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the Event I also understand that this document is a contract, which grants certain rights to and eliminates the liability of the Hutchinson River Restoration Project and Affiliated Organizations and Participating individuals.

I am of legal age and am freely signing this agreement. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

Signature _____
Signature of Parent/Legal Guardian if Under 18)

Phone Number

Name, please print

Date