



MEDICAL RELEASE, PHOTO RELEASE, & LIABILITY WAIVER FORM

* PLEASE READ AND RETURN THIS FORM TO SITE SUPERVISOR BEFORE ANY ACTIVITY! *

Voluntary: I acknowledge that my participation in the Activity covered by this form is strictly voluntary. I will select the activities in which I will participate. I have consulted a medical professional, if necessary, and will only participate in activities that are within my physical capabilities.

Activities and Associated Risks: I acknowledge that I will be entering the water by way of kayak or canoe and that my participation in this activity includes but is not limited to: (a) standing, walking, and crouching near to or on the banks of a stream or river that may contain harmful pollutants, bacteria, or parasites, (b) carrying or lifting of potentially heavy items on uneven ground, (c) balancing myself to enter, remain in, and exit my vessel, and (d) self-propelling my vessel and controlling my trajectory along waterways that may have other recreational or commercial boat traffic.

Assumption of Risks: I acknowledge that paddling on water bodies is inherently dangerous and that any and all risks associated with such activities are voluntarily assumed. Such risks include but are not limited to: (a) cuts and abrasions, (b) loss of personal property such as watches, jewelry or cell phones, (c) collision with other paddlers and boaters and (d) serious bodily injury including drowning or death.

Release of Liability: I hereby release and forever discharge Buffalo Niagara WATERKEEPER and the sponsors, organizers and their directors, officers, trustees, employees, representatives, or agents, volunteers, and site property owners (the "Released Parties") from any and all liability, causes of actions, claims, and/or demands that arise in any way out of my participation in the Activity, including claims for negligence, to the fullest extent authorized by law.

Indemnity: I further agree to indemnify and hold harmless Released Parties against all actions or claims including costs and reasonable attorneys' fees arising from any injuries, death, or other damages or losses, resulting from my participation in the Activity. I further agree to hold the Released Parties harmless against any and all claims for my own negligence. I also agree and acknowledge that the terms of this agreement will be binding on my estate, heirs, assigns and my administrators, executors, or personal representatives.

Medical Treatment: If I am injured during the Activity, the organizers or volunteers of the Activity assume no responsibility to render medical care. If an Organizer or Volunteers renders medical care, the organizers and volunteers are not admitting any liability or duty to provide or to continue to provide any such services and that such action is not a waiver by the Released Parties of any rights under this Agreement. I acknowledge that I am financially responsible for costs of transport to a medical facility and medical treatment costs resulting from my injury. It is my responsibility to seek appropriate medical care and to notify the Activity organizers. I understand that this waiver will have no bearing on any workers compensation claims that I may make as a result of my participation in this event.

Promotion: I understand that I may be photographed during the activity and hereby grant permission for my name, image, likeness, and voice to be used by Buffalo Niagara WATERKEEPER, any of the Co-Sponsors, and/or Activity Organizers for any legitimate purpose in any media or promotional materials now or hereinafter developed.

Severability: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by New York State law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT. I UNDERSTAND THIS DOCUMENT AFFECTS MY LEGAL RIGHTS AND ANY QUESTIONS I MAY HAVE HAD ABOUT THIS DOCUMENT WERE ANSWERED TO MY SATISFACTION.

Participant's Full Name

Date

Address

City

State

ZIP Code

E-mail

Phone

Emergency Contact Name

Emergency Contact Phone

Signature of Participant

I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these activities. I further agree to release, hold harmless, indemnify, and defend the Released Parties from all liability and claims that arise in any way from injury, death, loss or harm that occurs to the minor child.

Signature of Parent or Guardian if participant is under 18

Printed Name of Parent or Guardian

Are you a student?

Yes No

Do you wish to receive our eNewsletter?

Yes No

COVID-19

The spread of the respiratory illness, COVID-19, that is caused by the novel coronavirus SARS-CoV-2, has been declared a pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread primarily from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing.

Below are measures to follow that will encourage the safety of our staff, volunteers and tour attendants during all in-person events for 2021.

Before you go

- If you or anyone in your household is has tested positive for or is experiencing COVID-19 symptoms, or you have been in contact with someone who has tested positive for or exhibited COVID-19 symptoms in the last 10 days, do not attend any Waterkeeper function or tour.
- If you have spent more than 24 hours in any area listed under the NYS Travel advisory page in the 10 days leading up to the event, do not attend any Waterkeeper function or tour. This list can be found here: <https://coronavirus.health.ny.gov/covid-19-travel-advisory>

During

- All volunteers and tour participants are expected to follow New York State Department of Health Coronavirus Guidance and Regulations related to COVID-19.
- This includes practicing appropriate social distancing and wearing face masks. If you do not have a mask one will be provided for you.
- Hand sanitizer will be provided.

By participating in any event with Buffalo Niagara Waterkeeper you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure or infection that may accompany the activities you intend to perform. I release, covenant not to sue, discharge, and hold harmless Buffalo Niagara Waterkeeper, its employees, agents, and representatives, of and from injury, illness, damage, loss, claim, liability, or expense of any kind related to COVID-19 that I may experience or incur in connection with my participation in volunteer or tour events/activities. I attest that I will not attend any in-person event hosted by Buffalo Niagara Waterkeeper unless I meet the safety measures listed above.

Acknowledged and Accepted by: _____

Date: _____

Signature of Parent (If attendee is a minor): _____

Date: _____

I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these activities. I further agree to release, hold harmless, indemnify, and defend the Released Parties from all liability and claims that arise in any way from injury, death, loss or harm that occurs to the minor child.