



MEDICAL RELEASE, PHOTO RELEASE, & LIABILITY WAIVER FORM

General Waiver
2023

*** 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 entering the water is strictly prohibited and that my participation in this activity could include but is not limited to: (a) clean up and/or removal of trash items, (b) handling of sharp items, (c) walking along potentially slippery stream and river banks or being on or near highways, roads, or other areas of high vehicular traffic, (d) cutting or planting vegetation with sharp tools, (e) standing or walking near to or on the banks of a stream or river that may contain harmful pollutants, bacteria, or parasites, and (f) carrying or lifting of potentially heavy items on stairs or uneven ground, (g) riding a bicycle or (f) being driven by a BNW staff member in the BNW van.

Assumption of Risks: I acknowledge that work near streams, creeks and rivers and using sharp tools or handling sharp objects is inherently dangerous and that any and all risks associated with such work are voluntarily assumed. Such risks include but are not limited to: (a) slip and falls, (b) cuts and abrasions, (c) loss of personal property such as watches, jewelry or cell phones, and (c) serious bodily injury including vehicular accident, 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 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. 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. Any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Health: To protect the health of our staff and volunteers, if I am ill, or have been exposed to someone else who is ill, I will refrain from participating.

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