

Still River Cleanup – Minor Waiver

RELEASE AND ASSUMPTION OF RISK

The Still River Alliance is sponsoring this Environmental Stewardship Event which for land teams includes following and moving along sections of a river bank / greenway and river teams includes the voluntary use canoes or kayaks while collecting trash. I acknowledge that collecting trash and the use of the kayaks and canoes involves known and unanticipated risks which could result in physical or emotional injury, including but not limited to paralysis, musculoskeletal injuries; head injuries; death, or other bodily injury to myself or others and damage to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this environmental stewardship project (the "Activity"). The risks include, among other things: falling into the river or out of the boat into the water; exposure to the cold and forces of nature; slipping and or falling while traversing the river bank / greenway; participating beyond my personal limits; and my own or another person's negligence.

I accept and assume all of the risks of participation in the Activity. I voluntarily choose to participate in the Activity in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the organizers and sponsors of the Still River Greenway and Waterway Cleanup, and the owners and others providing support for the Event, namely *The Mountain Workshop Kings Mark*, , *The Still River Alliance*, *The Courtyard By Marriott* and their respective shareholders, directors, officers, employees and agents (all of which are collectively called the "Released Parties"), from and against any and all claims, demands or causes of action which are in any way connected with my participation in the Activity or my use of any supplied equipment or property traveled on or facilities provided by the cleanup organizers or another Released Party, including, but not limited to, any claims which are based on negligent acts or omissions by any of the Released Parties or a product defect or failure or product liability claims. I also promise that I will not bring any lawsuit or other legal proceeding against any Released Party based in any way on my participation in the Event or my use of the boats or other equipment or facilities provided by the cleanup organizers or another Released Party.

I confirm that I have adequate insurance to cover any injury or damage I may suffer or cause while participating, and in all events, I agree that I will be solely responsible for the costs of such injury or damage. I further certify that I have no medical or physical condition which could interfere with my safety in the Event or I am aware that this can be a highly aerobic activity , or if I do have such a condition, I assume – and agree to bear all responsibility for – all risks that may be created, directly or indirectly, by the condition.

If I or anyone else is injured or dies or any property is damaged during my participation in the Event or use of supplied equipment, I waive my right to bring a lawsuit or other legal proceeding against any Released Party in connection with the injury, death or damage.

If any provision of this Agreement is found to be unenforceable, in whole or in part, the remainder of the Agreement shall continue to be enforceable.

I have had sufficient opportunity to read this entire document. I have carefully read and understand it, and I agree to be bound by its terms.

PARENT OR GUARDIAN'S AGREEMENT

(Must be completed for participants under the age of 18)

I am the parent or legal guardian of _____ (print minor's name) ("Minor"). In exchange for Minor being permitted by the Released Parties (as defined in the above Agreement) to participate in the Activity, I, as the Minor's parent or guardian, agree to and confirm the above Release And Assumption Of Risk Agreement, and indemnify and hold harmless the Released Parties, and their respective shareholders, directors, officers, employees and agents, from any and all claims, demands or causes of action, which are brought by, or on behalf of Minor, and which are in any way connected with participation in the Activity. I specifically agree that I will not bring any lawsuit or other legal proceeding against any Released Party based on Minor's participation in the Activity.

I have had sufficient opportunity to read this entire document. I have carefully read and understand it, and I agree to be bound by its terms.

Parent Or Guardian Signature _____ Parent Or Guardian Print Name: _____

Address: _____ Town _____ State _____ Zip _____

Date: _____ Age Of Participant: _____