

# Allegheny Reservoir Clean Up Event

May, 2019

## Release Agreement

1. Although the Organizers of today's event and all associated parties have taken responsible steps to provide you with safe and well maintained equipment, we wish to remind you that this activity is not without known and unknown risks. The same elements that contribute to the unique character of this activity can also cause loss or damage to equipment, accidental injury to participants, illness, or, in extreme cases, permanent injury or death. We do not want to frighten you to reduce your enthusiasm, but we think it important for you to know in advance what to expect, and to be informed of the inherent risks. THE FOLLOWING DESCRIBES SOME BUT NOT ALL OF THOSE RISKS. Your vessel could turn over and/or you could have to swim rapids, risking collision with rocks and entanglements with trees as well as head injuries. You could slip and fall while walking, resulting in damage to equipment and/or personal injury. You could cut an extremity or any other part of your body on the litter and trash you encounter, even if wearing protective gloves. Exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or other conditions. Prolonged exposure to cold water can result in hypothermia. Exposure to potentially dangerous wildlife, insects and plants, and accidental drowning are also a possibility.
2. Your signature below indicates that you understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may result in bodily injury, death, illness or damage to you or to others. You expressly accept those risks not specifically listed above as well. Your participation in this activity is purely voluntary. No one is forcing you to participate and you are electing to participate in spite of the risks.
3. You agree to hold harmless and indemnify the Organizers of today's event and all associated parties for all losses, damages, defense costs, attorney's fees and any other costs incurred in connection with the claims for bodily injury or property damage related to this event and related to the equipment used in this event.
4. You hereby voluntarily release and forever discharge the Organizers of today's event and all associated parties from any and all liability, claims, demands, attorneys fees, actions or rights of actions which are related to, arise out of, or are in any way connected with your participation in this activity and for any and all injury, death, illness, or damage to yourself, to your property, or to others.
5. In the event that you file a lawsuit against the Organizers of today's event and/or any associated parties, you agree to do so solely in the state of Pennsylvania, and you further agree that the substantive laws of that state shall apply in that action without regard to the conflict of law rules of the state.
6. Should it be necessary for the Organizers of today's event and/or any associated parties, or someone on behalf of the Organizers of today's event and/or any associated parties, to incur attorney's fees and costs to enforce this agreement, you agree to pay the Organizers of today's event and/or any associated parties' reasonable costs and attorney's fees.

I, the undersigned, have carefully read or had read to me, agreed to, and understand the release agreement above.

Print name: \_\_\_\_\_

Signature : \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print names), ("Minor"), being permitted by the Organizers of today's event and all associated parties to participate in this activity and to use the equipment and facilities, I further agree to indemnify and hold harmless the Organizers of today's event and all associated parties from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Print name (Guardian): \_\_\_\_\_

Parent or Guardian (Signature): \_\_\_\_\_ Date: \_\_\_\_\_