## **30 Mile River Watershed Association**

## **RELEASE FROM LIABILITY AGREEMENT for participants in the 2022 Paddle Trek.**

This Release From Liability Agreement is a legally binding agreement, which will bar your ability to sue for injuries you may receive or other damages you may suffer while participating in the 30 Mile River 2022 Paddle Trek. By signing this Release Agreement you are also authorizing the use of your name and likeness in connection with your participation in the Paddle Trek for any purpose whatsoever, without compensation to you. Please read this Release Agreement carefully and do not sign unless you agree to all of the terms. **VOLUNTARY PARTICIPATION**, the individual registering, acknowledges that I have voluntarily registered to participate in the 30MRWA 13<sup>th</sup> Annual Paddle Trek as a participant.

ASSUMPTION OF RISK - I AM PERSONALLY AWARE THAT THE PADDLE TREK, PORTAGES, AND RELATED ACTIVITIES, ARE INHERENTLY DANGEROUS AND I PARTICIPATE AT MY OWN RISK. I ACKNOWLEDGE THE DANGERS INVOLVED INCLUDING, WITHOUT LIMITATION, PERSONAL BODILY INJURY, DEATH OR PROPERTY OR OTHER DAMAGES. I HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, HARM, DEATH, OR DAMAGES TO MYSELF OR ANY OTHER PERSONS OR PROPERTY RESULTING FROM MY PARTICIPATION IN THE 30MRWA ANNUAL PADDLE TREK AND RELATED ACTIVITES, AND I VERIFY THIS STATEMENT BY SIGNING THIS RELEASE AGREEMENT. **RELEASE OF LIABILITY AND WAIVER OF CLAIMS** For and in consideration of being permitted to enroll and participate in the events and activities organized by the 30MRWA, I hereby voluntarily and expressly agree that I, my heirs, executors, administrators, assigns, guardians, and legal representatives will not make or pursue a claim against, sue, or seek other legal or equitable relief against the Released Parties, on account of injury, death or damages resulting from negligence or other acts, however caused, arising from, relating to, or in any way connected with my participation in the 30MRWA Paddle Trek or any related events or activities. I hereby release, discharge, waive and relinquish the Released Parties from any and all claims, demands, actions or causes of action that I have or may hereafter have, whether or not foreseeable, for personal injury, property damage, wrongful death or other damage caused, relating to, or resulting from my participation in the 30MRWA Paddle Trek, whether the same shall arise by the acts of the Released Parties, coparticipants, or others.

IT IS THE INTENTION OF THE UNDERSIGNED PARTICIPANT BY SIGNING THIS RELEASE AGREEMENT TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH OR OTHER DAMAGES RESULTING FROM MY PARTICIPATION IN THE 30MRWA Paddle Trek AND RELATED EVENTS AND ACTIVITIES. I ACKNOWLEDGE THAT BY SIGNING THIS RELEASE AGREEMENT, THAT I AM GIVING UP AND WAIVING THE RIGHT TO PURSUE A CLAIM AND FILE A LAWSUIT AGAINST THE RELEASED PARTIES IF I AM IN ANY WAY INJURED, KILLED OR SUFFER OTHER DAMAGES DURING THIS EVENT.

## PARENTAL/GUARDIAN AGREEMENT

(This paragraph must be signed by the parent/guardian of any participant under the age of eighteen (18) and this form must be signed by such parent/guardian.)

I/We, the undersigned, do agree on behalf of any/our minor child/ward, to be bound by all the terms and conditions of this Release Agreement. We hereby waive any and all claims that could be asserted by the minor, including, but not limited to any claims which may arise under the Code of Civil Procedure, statute or law for an action by the parents/guardian of an injured minor. I/We have explained the consequences of this Release Agreement to the minor and I/We understand that in the event the minor is injured or killed in the 30MRWA Paddle Trek or related activities, I/We will not be able to bring any claim, demand or lawsuit for damages for any injury to or loss of life of the minor or other damages. I/We also understand that in the event the minor's name and likeness is used by the Released Parties as provided by this Release Agreement, I/We will not be able to bring any claim, demand or lawsuit for lost compensation, profits, or other damages.

## KNOWING AND VOLUNTARY SIGNATURE

I REPRESENT AND AGREE THAT ALL OF THE STATEMENTS SET FORTH HEREIN ARE TRUE AND CORRECT AND THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE EVENTS AND ACTIVITES OFFERED BY THE RELEASED PARTIES. I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS RELEASE AGREEMENT AND I ACKNOWLEDGE THAT I WAS ADVISED, AND PROVIDED WITH THE OPPORTUNITY, TO HAVE THIS RELEASE AGREEMENT REVIEWED AND EXPLAINED TO ME BY LEGAL COUNSEL OF MY OWN CHOICE. I AM AWARE AND AGREE THAT THIS IS A RELEASE FROM LIABILITY AND A CONTRACT BETWEEN ME AND THE RELEASED PARTIES AND I SIGN IT OF MY OWN WILL, AND WITHOUT COERCION BY THE RELEASED PARTIES OR ANYONE ACTING UNDER THEIR AUTHORITY. I VERIFY THESE STATEMENTS BY SIGNING THIS RELEASE AGREEMENT.

Name (Print)

Name (Signature)

Guardian (Print)

Guardian (Signature)

Date