

EVENT PARTICIPANT RELEASE AND WAIVER OF LIABILITY

The Delaware Riverkeeper Network (“DRN”) is holding an event scheduled for August 16, 2024, referred to as the Paddle for a Lost Plant, that will involve, among other things, paddling on the Delaware River and wading and/or snorkeling to survey for aquatic plants (the “Event”). I acknowledge that my participation in the Event and associated activities is voluntary and that the opportunity to participate in the Event is sufficient consideration for this Event Participant Release and Waiver of Liability.

I fully understand that participation in the Event involves risks of serious bodily injury, illness, or property damage, which may be caused by my own actions or inactions, those of others participating in the Event (directly or indirectly), the conditions in which the Event takes place, and the negligence of the released persons and entities stated below. I understand that participation in the Event also includes possible exposure to and illness from infectious diseases including, but not limited to, COVID-19. I understand, accept, and assume all risks and dangers inherent in and relating to my participation in this Event.

Therefore, I do freely, voluntarily, and without duress, execute this Event Participant Release and Waiver of Liability and acknowledge the following terms.

1. Wavier and Release. In consideration of my participation in the Event, I hereby release, waive, discharge and covenant not to sue the DRN and its affiliated entities, including in each case, without limitation, their members, directors, officers, employees and agents (the “Released Parties”), and Released Parties shall not be responsible for any and all liability to me, for all losses, injury, death or damage, and for any claims or demands thereto, on account of injury to person or property, resulting from my participation in the Event. This release and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by negligence of Released Parties. I hereby covenant and agree to indemnify and save harmless, Released Parties, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of my participation in the Event.

I hereby provide the foregoing Release for myself, personal representatives, assigns, heirs, next of kin and any other person or entity that may be entitled to make such a claim on my behalf.

2. Medical treatment. I release and discharge Released Parties from any claim that arises or may arise due to any first aid, medical treatment, or service rendered to me during the Event.

3. Photographic release. I grant DRN the right to use photographic images and video and audio recordings of me that are made by DRN or others during my participation in the Event, including royalties, proceeds or other benefits from use of the photographs or recordings.

4. Other. I agree that this Event Participant Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that this Event Participant Release and Waiver of Liability is governed by and will be interpreted according to the laws of the Commonwealth of Pennsylvania. I understand that should any part of this Event Participant Release and Waiver of Liability be ruled invalid by a court, the other parts will remain valid and continue to be in effect.

I HAVE READ THIS EVENT PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND HAVE VOLUNTARILY SIGNED BELOW, AND I ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN STATEMENT HAVE BEEN MADE OR OFFERED TO ME BY RELEASED PARTIES.

EVENT PARTICIPANT

Name of Participant (Please print)

Signature of Participant

Date Signed

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____ Phone number: _____

FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against all losses, injury, death or damage, including against infectious diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Released Parties and myself, my spouse, my child/ward, and on behalf of our heirs, assigns, personal representatives and next of kin do release and agree to indemnify and hold harmless the Released Parties for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of Parent/Guardian (Please print)

Signature of Parent/Guardian

Date Signed