



# Great Swamp Watershed Association

The Passaic River WATERKEEPER® ALLIANCE Affiliate

P.O. Box 300 • New Vernon, NJ 07976

(973) 538-3500 • GreatSwamp.org

## Great Swamp Watershed Association Release, Waiver, and Participation Agreement

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1. **Assumption of Risk.** I acknowledge that I am 18 or older, and as a parent or guardian of any minor children, not under any professional care that restricts my or my minor child's physical activity, and that participation in environmental education programs (including watercraft programs) may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks may also occur as a result of my own actions, inactions or negligence, as well as actions, inactions or negligence of other, weather conditions, conditions of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.

2. **Release.** As part of the consideration for my participating in the activity identified above, I release, discharge, and hold harmless the Great Swamp Watershed Association, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "GSWA") from all demands, liabilities and judgements, whosoever, known or unknown, suspect or unsuspected, in contract or in tort, in law or in equity, which I might have against the GSWA, arising from my participation in the programs.

3. **Waiver and Indemnification.** I hereby waive all claims and demands against the GSWA for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my participation in the programs and agree to indemnify, defend, and hold harmless the GSWA from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.

4. **Photography/Video.** In permitting myself to participate, I understand that my photograph/video may appear in publicity or brochures marketing GSWA programs and facilities. I understand that there are no rights granted to me to inspect or approve photographs/video prior to publication.

5. **Term.** I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all environmental education activities in which I participate throughout the entire **2022** calendar year. I freely execute this document.

Signature of Parent or Guardian: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_ Date: \_\_\_\_\_

Name of minor (Please Print): \_\_\_\_\_

#### Executive Director

Sally S. Rubin

#### Director of Development

Wade H.O. Kirby



Protecting our water and land for 40 years

