

**Spokane Riverkeeper/Spokane River Forum
Clean and Green Event Waiver**

Date: _____

Release of Liability and Indemnity Agreement

THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY

- 1) **Acknowledgement of Risk.** I understand the Spokane Riverkeeper/Spokane River Forum Clean and Green Event (“Cleanup”) involves physical activity that carries with it the risk of death, serious bodily injury, and property loss.
 - a) The risks include, but are not limited to, hazards caused by:
 - i) terrain, conditions, facilities, temperature, weather, equipment, & the Spokane River itself;
 - ii) trash or garbage I may find in the Cleanup area that pose a further risk of infection, which may include but is not limited to broken glass, jagged metal, syringes, chemicals, sharps, condoms, and human or animal waste;
 - iii) the actions of other participants, team leaders, and other people.
 - b) **I understand these risks involved in the cleanup activities are risks to me personally, and to all other participants.**
- 2) **Assumption of Risk.** I hereby **ASSUME ALL OF THE RISKS** of participating in the Cleanup, including, but not limited to, each of the risks described in section 1 herein, and the risk of negligence or carelessness by the organizers and all other persons or entities being released.
- 3) **Consideration for Participation.** To the fullest extent allowed by law, and in consideration for the privilege to participate in the Cleanup, I hereby **RELEASE, INDEMNIFY and HOLD HARMLESS** Spokane Riverkeeper, Spokane River Forum, sponsoring organizations, their directors, officers, employees, agents, and members, from any claims resulting from any loss or damage suffered by me, or by others in my supervision, custody or care that I sponsor or involve in this activity.
- 4) **Representations and Warranties.** I represent and warrant that:
 - a) I am physically fit and in sufficient physical condition to participate in the Cleanup, and have not been advised otherwise by a qualified medical professional;
 - b) I am legally competent to sign this Release, or my parent/guardian has also read and signed this Release;
 - c) *if I am signing on behalf of a minor*, I am authorized to act on the minor’s behalf in regard to this Release. I agree to be responsible for any medical expenses incurred by the minor.
- 5) **Legal Fees.** I agree to pay any and all legal fees and costs which Spokane Riverkeeper, Spokane River Forum, or other sponsoring organizations may incur in any action which may arise from my participation in this activity or from any action to enforce this Release.

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- 6) **Binding of Release**. I give this Release personally and on behalf of any minors who are under my custody, care, or supervision while participating in this event. I agree this Release binds me and all such persons, including my and their family members, heirs, executors and administrators.
- 7) **Permission to Photograph**. I give permission to be photographed during Cleanup activities and consent to the use of such photographs by the event organizers for any purpose.
- 8) **First Aid**. I acknowledge that it is my responsibility to have my own first aid kit and appropriate level of first aid training, and that Cleanup leaders do not take responsibility for volunteer first aid.
- 9) **Release of Claims on Minor's Behalf**. *If I am signing on behalf of a minor*, in addition to the other provisions herein, I also agree to **RELEASE, INDEMNIFY, and HOLD HARMLESS** the entities named herein for any claims of the minor.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, understand its contents, and sign it of my own free will. I understand this is a binding contract that is intended to provide a comprehensive release of liability for injuries I may suffer.

A PARENT OR LEGAL GUARDIAN **MUST** SIGN FOR ALL PERSONS UNDER 18 YEARS OF AGE.

Name (print)

Signature

Emergency Phone Number

Email Address

Date

Minor(s) – Under 18 years of age

Event