

## ROCK CREEK CONSERVANCY PARTICIPANT WAIVER OF LIABILITY AND RELEASE

**Event Name:** Portal Run Stream Clean Up  
**Date and Time:** November 6th 2021 10am to Noon

**Activity:** Stream Litter Clean Up  
**Location:** NPS Rock Creek tributary between Portal Dr & No. Portal Dr. NW, DC

Rock Creek Conservancy thanks you for volunteering for our event! We require that each volunteer ("Participant") enter into this release before starting volunteering activities.

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

I, the Participant, agree to participate in this activity freely and voluntarily, without duress, and have fully read and sign this release ("Release") under the following terms:

**ASSUMPTION OF THE RISK.** I understand that, as a Participant, I may be involved in activities that have a risk of injury, and that I am responsible for my own safety. I agree that I will only perform volunteer activities that I am comfortable doing and that I am solely responsible for my safety. I hereby assume **full** responsibility for any risk of personal injury, bodily injury, death, or property damage arising out of, incidental to, or in connection with the Event, whether or not caused by a party's negligence or unlawful acts. I represent and warrant to Rock Creek Conservancy, its officers, directors, employees, representatives, agents, and other volunteers, and their respective successors and/or assigns (collectively, the "**Conservancy**") that I have no knowledge of any health or physical problems or other ailment that would interfere with my participation in the Event.

**RELEASE AND WAIVER.** Participant hereby releases, waives, and forever discharges, covenants not to sue, protects, indemnifies, and holds harmless the Conservancy from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity (including, without limitation, any claims arising on account of first aid, medical treatment, or services rendered), causes of action and damages (including punitive damages, court costs, fees, and attorneys' fees), arising out of, incidental to, or in connection with the Event, whether or not caused by a party's negligence or unlawful acts.

**INSURANCE.** Participant understands that the Conservancy does **not** assume any responsibility for or obligation to provide financial assistance, medical, health, workers' compensation, or disability insurance in the event of injury, illness, or death. Participant understands that the Conservancy does not carry or maintain health, medical, dental, workers' compensation, or disability insurance for the Participant. Each Participant is expected and encouraged to obtain his or her own health, medical, dental, or disability insurance, as applicable.

**MEDIA RELEASE.** Participant does hereby grant and convey unto the Conservancy all rights, title, "likeness," and interest in any and all photographic images (in any format, *e.g.*, digital), and video or audio recordings (collectively, the "Media") made by the Conservancy during the Event, including, without limitation, any royalties, proceeds, or other benefits derived from such Media, and Participant authorizes the Conservancy to use, disseminate, and post such Media in any such marketing, internal, external, and/or brochure materials as is reasonably necessary (*e.g.*, Facebook, Twitter, the Conservancy's internet website, and any other mediums).

**OTHER.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the District of Columbia, and this Release shall be governed by and interpreted in accordance with the laws of the District of Columbia. Participant agrees that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable. [Delivery of a signature page by electronic means shall be deemed an original.] This Release shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and/or assigns. **I am not relying on any oral representations, statements or inducements apart from the statements made on this Release.**

# SEE WAIVER ON FRONT PAGE

Print Name	Signature of Participant or Parent of Child under 18	Email	Mailing Address	Age Group/Veteran (Circle One)
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran
				<18   19-35   36 + Veteran