

Release Form and Liability Waiver – Earth Day Cleanup 4/22/2024

ALL PARTICIPANTS READ CAREFULLY & SIGN ACKNOWLEDGEMENT WAIVER RELEASE LIABILITY (AWRL) FORM:

I acknowledge that participating in the JRBP Earth Day Cleanup event, (referred to as the “Event”) involves an above average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this CONSENT, WAIVER AND RELEASE FROM LIABILITY Release and Liability Waiver. In consideration and exchange for being permitted to participate in this event, I agree to the following: I am in good health and have no physical conditions that affect my ability to participate in the Event and have not been advised otherwise by a medical practitioner. I am responsible for all medical expenses that may occur incurred due to my participation in the Event. I agree that before I participate in any portion of the Event, I will inspect the related facilities, site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions have been remedied. I will abide by any safety guidelines made available to me. I consent to the use and publication of my name and image in all forms of media while participating in the Event. I assume full responsibility for all risks associated with my participation in the Event and the risk of injury or damage caused by the condition of any property, facilities, or equipment used during the Event, which may not be foreseeable by anyone at any time. I hereby release, waive, discharge, and agree not to sue the participants in the Event, James River Basin Partnership and other Event sponsors or organizers for any injuries, death, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities or equipment used for the Event. I agree to wear appropriate safety equipment, as may be established by industry or community standards and to comply with common safety practices, during the entire Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who are at the event who may provide medical treatment to me at the event for malpractice. This agreement shall be enforced and construed according to the laws of the state of Missouri. I, individually and on behalf of my personal representatives, spouse, and heirs at law, hereby voluntarily release, waive, and forever discharge any and all claims and liability for any and all damages, or causes of action now existing or hereafter arising, that I or my personal representatives, spouse, and heirs at law may have against the James River Basin Partnership and/or its employees, trustees, officers, directors, agents, and representatives, and other Event sponsors or organizers that in any way relate to my participation in the Event, including whether due directly or indirectly due to the ordinary negligence of the James River Basin Partnership, or any of its employees, trustees, officers, agents, and representatives, or any other Event sponsors or organizers. It is my intent that this document shall be binding upon and enforceable to the fullest extent and interpreted as broadly as permitted by any applicable law; provided that it is intended that this Release and Liability Waiver shall be governed by Missouri law.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN. FOR PERSONS LESS THAN 18 YEARS OF AGE, A PARENT, OR LEGAL GUARDIAN MUST SIGN THE AWRLRELEASE AND LIABILITY WAIVER AND COMPLETE THE FOLLOWING SECTION. I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

PRINT NAME

SIGNATURE

MINOR PARTICIPANT NAME (If needed)

DATE

