

7/20/2021

RENEW THE NEW RIVER CLEANUP
PARTICIPANT WAIVER AND RELEASE OF LIABILITY

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.

In consideration of being allowed to participate in any way in the ReNew the New River Cleanup to be held at the following location:

- City of Radford, VA

on _____, 2021, the undersigned agrees as follows:

1. Participant will utilize all safety equipment required by any federal, state and local laws or regulations, including wearing a life jacket at all times while in or near the river. Participant agrees to comply with instructions given at the commencement of the cleanup project. Participant further agrees to immediately notify county officials of any condition which participant feels may be hazardous or unsafe to any person involved in the cleanup and if such conditions are not remedied to the satisfaction of participant, participant should refuse to participate.
2. Acknowledges that participant will be engaging in activities that involve risk of serious injury, permanent disability, death and severe social and economic losses which might result not only from the actions of participant but also the actions, inactions, or negligence of others, or the conditions of the facilities or of any equipment used. The cleanup of the New River, or its tributaries, includes the risk of striking or coming into contact with submerged rocks or other obstructions not readily observable from the surface of the river, falling into the river, drowning and other risks not known or reasonably foreseeable.
3. Assumes all of the foregoing risks and accepts personal responsibility for the damages and medical expenses following any such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue and indemnify the City of Radford, its affiliated organizations, and any of the members of their governing bodies, employees, agents, sponsoring agencies, sponsors, advertisers, owners and lessees of any facilities utilized to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death, or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.
5. This waiver may not be modified in any way. If any part of this waiver or release is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.
6. In the event that the participant is under the age of eighteen (18) years, this agreement is signed by the parents or legal guardians of the participant and such parents and/or legal guardians agree to indemnify those parties designated in paragraph 4 above from any and all claims arising on account of participant being involved in this event. Such parents and/or legal guardians also acknowledge their obligation and responsibility for monitoring the safety of the equipment used by the participant and to immediately advise cleanup officials of any unsafe condition as set forth in paragraph 1 above.
7. The participant also expressly permits the use of his or her photograph or other image taken during the River Cleanup event for purposes of advertising, publicizing or otherwise portraying events which occurred during the Cleanup.

BY CHECKING "I AGREE" THE PARTICIPANT HAS READ THE WAIVER AND RELEASE AND UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY CHECKING IT, AND CHECK IT VOLUNTARILY.

I AGREE TO THE WAIVER AND RELEASE FORM

Print name of participant above the line

Signature

Date

Signature of parent/legal guardian if participant is under age 18