

2022 ReNew the New Fall into the New Clean up

PARTICIPANT WAIVER AND RELEASE OF LIABILITY THIS FORM MUST BE COMPLETED IN ITS ENTIRETY.

In consideration of being allowed to participate in the Giles ReNew the New River Cleanup Day to be held on the New River in the County of Giles, on August 27, 2022, 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 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. Participant assumes all of the foregoing risks and accepts personal responsibility for the damages and medical expenses following any such injury, permanent disability or death. Participant acknowledges that he/she is not experiencing symptoms of or recently diagnosed with Covid-19 and has not had recent close contact with any person who has symptoms of or been diagnosed with Covid-19.
3. Participant releases, waives, discharges, covenants not to sue and indemnifies the Counties of Giles, its affiliated organizations, and any of the members of the 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.
4. 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.
5. 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 3 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.

THE UNDERSIGNED HAVE READ THE WAIVER AND RELEASE ON THE REVERSE AND UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

SIGNATURE:

Participant name: _____

Email address _____

Address: _____ City: _____

State: _____

Zip: _____

Cell #: _____ Age: _____

ARE YOU AFFILIATED WITH A GROUP

Juvenile Participant Name:

Parent(s) Legal Guardian(s) signature(s):
