



Healing Our Waters-Great Lakes Coalition

ACTIVITY Risk Assumption, MEDIA & Liability Release, & Indemnification

Please read carefully. It releases the Healing Our Waters-Great Lakes Coalition and its fiduciary, the National Wildlife Federation parties from liability and waives certain rights.

In consideration of being permitted to volunteer and/or participate in the Great Lakes Conference and its associated field trips and activities organized and/or sponsored by the Healing Our Waters-Great Lakes Coalition ("the Coalition") and the National Wildlife Federation ("NWF"), I, the volunteer and/or program participant (or, if a minor under 18, I, on my minor's behalf) understand, acknowledge, and agree to the following ("Agreement"):

Risk Acknowledgement. I understand, acknowledge, and agree that participating may entail various activities, including, but not limited to, *kayaking, biking, and/or other physical and outdoor recreational activities and associated equipment use.* I understand, acknowledge, and agree that my participation involves exposure to a variety of risks and hazards, some of which are inherent and cannot be controlled or eliminated. The following list of risks and hazards that could cause severe injury or death is not exhaustive and I understand that there are others associated not listed: *E.g., all manner of injuries including breaks, fractures, sprains, cuts, lacerations, punctures, disfigurement, and brain and spinal injury; shock; kayak-, canoe-and other watercraft-related injuries, water immersion, drowning, and hypothermia; varying water conditions, depths, and currents; exposure to inclement weather; variations in terrain; unmarked obstacles; collisions with natural and man-made objects; vehicle-related accidents; plane crash and other plane-related accidents; equipment malfunction and failure to function; defective design or manufacture of equipment; hard landings and landing area hazards; improper, dangerous, careless, or negligent actions by others, including guides, instructors, pilots, ground crew, volunteers, and participants; errors in judgment or skill lapses; getting care, and poorly executed or failed rescue attempts; sun exposure, heat exhaustion, and dehydration; wildlife attacks; animal and insect bites and stings; allergic reactions to the same; allergic reaction to poison ivy and other poisonous plants; allergen exposure, including to food; exposure to falls; slipping, tripping, or falling; strenuous activity; overexertion; failure to understand instructions; getting care; and mental, physical, or emotional distress from exposure to any of the above.* I understand that the Coalition and NWF have done their best to list the known risks, but agree that I have the right, obligation, and opportunity to verify them on my own.

Specific to COVID-19: *COVID-19 and its variants are contagious and spread principally through close person-to-person contact. COVID-19 can lead to severe illness, injury, disability, and death. Participating in program activities could increase the risk of contracting COVID-19. COVID-19 infection is an inherent risk of participation that cannot be entirely removed.*

Risk Assumption. I acknowledge and agree that I am choosing to participate in the program activities despite the risks of doing so, assuming all associated risks, dangers, and consequences, including the ones described above.

Responsibilities & Representations. I represent that I am physically, mentally, and emotionally capable of fully participating in the program activities. I understand the importance of all instructions given to me and I agree to follow them.

Release of Liability & Indemnification. Understanding the foregoing, and in exchange for the Coalition and NWF permitting me to volunteer and/or participate in the program activities, **I HEREBY AGREE NOT TO SUE the Coalition or NWF**, or any of its officers, directors, employees, volunteers and contractors including without limitation community partners, affiliates, successors, assignees, and insurance carriers (each a “Released Party”) for any property damage, injury, or loss to me, including death, which I may suffer, arising in whole or part out of my participation in the program activities. By signing below, I am releasing any right to make a claim against any Released Party. I agree to hold harmless and release each Released Party from any liability and/or claims for injury or death to persons or damage to property arising from my participation, including negligence-based claims, breach of contract, and/or warranty. I agree to indemnify (reimburse) each Released Party from any claims by me and/or any third party arising in whole or in part from my participation in the program activities.

First Aid & Emergency Care. I authorize Coalition and NWF staff and any Released Party to administer first aid, including, where permitted by applicable law, administration of epinephrine by auto-injector (EpiPen). I authorize the Coalition and NWF to undertake or obtain any emergency medical care for me, including, but not limited to, calling for medical care and transporting me to a medical facility, if, in the opinion of such personnel, medical attention is needed. If incapacitated, I consent to any treatment and/or hospital care that may be recommended by a licensed medical provider. I also agree to pay all costs associated with medical care and associated transport that I may receive.

Agreement Application to Minors. In the case of a minor volunteer and/or participant(s), I, as parent/legal guardian, acknowledge and agree that I am not only signing this Agreement on my own behalf, but that I also am signing on behalf of the below-listed minor(s), if any, and that my minor(s) shall be bound by all the terms of this Agreement. I further represent and warrant that I am the legal parent/guardian of the below-listed minor(s), if any.

Capacity. That this Agreement is binding: I represent that I am 18+ years of age and have capacity to understand and be bound by all the terms herein. I understand and acknowledge that this Agreement shall be binding to the fullest extent permitted by law, including upon my assignees, heirs, next of kin, executors, and representatives.

Media Release. Additionally, I understand and agree that the Coalition, NWF, other Coalition members, conference organizers, and/or contractors may record my (and/or if applicable, my minor’s) participation in the program/event. In connection with the same, I (and/or if applicable, my minor) may be photographed, filmed, audiotaped, streamed, or otherwise have my (and/or if applicable, my minor’s) name, image, likeness, and/or voice recorded or documented, as well as appear in any associated transcripts (“Recorded Content”). I agree that the Coalition and NWF may use such Recorded Content for

any educational, promotional, marketing, archival, or any other nonprofit purpose, worldwide, in any media, without compensation, without time limits, and without additional review or approval by me (and/or if applicable my minor). I also permit the Coalition and NWF to allow select program funders, partners, agents, and interested media to do the same. I acknowledge the Coalition and NWF are not required to use any Recorded Content. I further acknowledge and understand that I may not revoke or disaffirm this media release, or any of its terms, at any time (and if applicable, neither may my minor). Finally, I represent and warrant I have full power and authority to grant the rights and releases hereunder (including if applicable as my minor's parent/legal guardian).

Miscellaneous. I agree that this Agreement and any claims for property damage, injury, and/or death arising from my volunteering and/or participation in program activities shall be governed by the laws of the District of Columbia, without regard to where the incident occurs and without regard to conflict of laws principles. I agree that the Coalition and NWF is not a common carrier. If any part is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can only be modified in writing. An electronic signature or acknowledgement is fully binding and enforceable. I also agree that the Coalition and NWF are not a joint venturer or partner of any contractors, vendors, and/or community partners engaged or utilized by the Coalition or NWF in support of the program activities.