

## **Woonasquatucket River Watershed Council: Participant of Agreement, Release and Acknowledgement of Risk**

In consideration of the opportunity offered by the Woonasquatucket River Watershed Council (the Council) to participate in activities in and along the Woonasquatucket River, the Council's agents, directors, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf, I hereby agree to release and discharge the Council, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the Council has provided the use of their equipment, and certify that it is in good operating condition, and that I will conduct my activities to ensure the safety of myself, my children and all other participants in this activity. I certify that my children and I are physically fit, have no disabilities that would affect my, their, or other participants safety, and have the ability to conduct these activities. I have been asked to wear my life jacket at all times while participating in paddle sports. I have been given antibiotic wipes and requested to wash my hands thoroughly prior to eating or touching my hands to my mouth due to possible bacterial or other contamination in the water.
2. I acknowledge that paddle sports and outdoor recreation activities entail known and unanticipated risks, which could result in physical or emotional injury, death or damage to myself, to property, or to third parties. I understand that these known and unanticipated risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: poison ivy rashes, sprains, fractures, accidental drowning, exposure, and hypothermia. I understand that I have been strongly advised to wear a helmet when participating in biking activities. The Council and its representatives do not ensure the safety of any paddle sport or recreational activities.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and hold harmless the Council from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, **including any such claims which allege negligent acts or omissions of the Council.**
5. Should the Council or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document I acknowledge that if anyone is injured or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Council on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

**Photo Release:** I grant permission for the Woonasquatucket River Watershed Council to use my name, likeness, voice, relevant biographical information and any other indicia of my identity in connection with the Event, and publicity, advertising and promotion for the event and other events in all forms of media in perpetuity without remuneration. I further agree that all photos, negatives, sounds, imagery, and video recordings and all copyrights therein shall be the sole property of the Woonasquatucket River Watershed Council and I waive any right I may have to inspect or approve any materials that may use such rights.