



# Acknowledgement of Participant Responsibility, Express Assumption of Risk and Release of Liability

**Please read carefully and sign below if you agree to all the terms.** I certify that the all of the information provided on my behalf is true, accurate and complete. I understand there is a significant element of risk in any adventure activity associated with the outdoors that is either foreseen and/or unforeseen and I voluntarily assume that risk. Knowing the inherent risks and rigors involved, I certify that I am fully capable of participating in the Clean Up the River Environment (CURE) Events & Adventures activities and that I wish to do so as a voluntary participant. I further understand that on this outing there may not be rescue or medical facilities or expertise necessary to deal with the injuries and damages to which I may be exposed.

In consideration for my acceptance as a participant on this outing and the services and amenities being provided by CURE, I confirm my understanding that:

- I have read any rules and conditions applicable to the outing made available to me and I will pay any costs and fees for the outing and acknowledge my participation is at the discretion of the trip leader.
- The outing officially begins and ends at the location(s) designated by CURE. The outing does not include carpooling, transportation, or transit to and from the outing, and I am personally responsible for all risks associated with this travel. This does not apply to the transportation provided by CURE specifically for the outing.
- If I decide to leave early and not complete the outing as planned, I assume all risks inherent in my decision to leave and waive all liability against CURE arising from the decision.
- This Agreement is intended to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** CURE, its officers, directors, employees, agents and leaders from any and all liability on account of, or in any way resulting from injuries and damages. I further agree to **HOLD HARMLESS** CURE, its officers, director, employees, agents, and the leaders from any claims, damages, injuries or losses caused by my own negligence while participating on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns and includes any minors accompanying me on the outing.
- I have read this document in its entirety and I freely and voluntarily assume all risk of such injuries and damages and notwithstanding such risks, I agree to participate in the outing.
- I have read, I understand and I agree to CURE's Events & Adventures Reservations and Cancellation Policy.

I give permission to CURE to use photographs taken of me for promotional purposes. I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me during the entire period of participation in Clean Up the River Environment activities. This agreement is governed by the laws in the State of Minnesota without applying its choice of law provisions. If any minor children will be accompanying me, I make the same certification and provide the same release on their behalf. If I am a minor, by signing below my parent or legal guardian makes this certification and provides this release on my behalf.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Outing Name: \_\_\_\_\_ Outing Date: \_\_\_\_\_ OR Annual Use: \_\_\_\_\_

**If you are a minor (under the age of 18) or considered a vulnerable adult, your parent or legal guardian must sign this Agreement on your behalf.**

*I hereby agree and consent to the foregoing Agreement on behalf of the minor below:*

Name and Age of Minor (print): \_\_\_\_\_ Age: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_