

# PARTICIPANT CONSENT, WAIVER AND RELEASE FROM LIABILITY

## Living Lands & Waters Volunteer Event

I acknowledge that participating in a Living Lands & Waters clean up event, a barge visitation event, related activities and other Living Lands & Waters events (referred to as the "Event") involves an above average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this CONSENT, WAIVER AND RELEASE FROM LIABILITY. In consideration and exchange for being permitted to participate in this event, I agree to the following:

I am in good health and have no physical conditions that affect my ability to participate in the Event and have not been advised otherwise by a medical practitioner. I have not been in close contact with a person proven or believed to have the Covid infection. I have not traveled outside the United States in the past 14 days. I am not experiencing symptoms of covid infection, such as fever, shortness of breath, cough, loss of taste or smell, muscle pain or headache. I am covered by medical insurance, individually or as part of an organization. I understand that during the event I will be working with others and will be handling debris of unknown origin. I agree that before I participate in any portion of the Event, I will inspect the related facilities, site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions have been remedied. I will abide by any safety guidelines made available to me. I consent to the use and publication of my name and image in all forms of media while participating in the Event.

I assume full responsibility for all risks associated with my participation in the Event and the risk of injury or damage caused by the condition of any property, facilities, or equipment used during the Event, which may not be foreseeable by anyone at any time. I assume full responsibility for any disease I suffer as a result of exposure to the novel corona virus or any other virus or bacteria during the event. I hereby release, waive, discharge and agree not to sue the participants in the Event, Living Lands & Waters (an Iowa nonprofit corporation) and other Event sponsors or organizers, along with their parent companies, affiliates, and their successors and assigns (collectively referred to as the "Companies"), their respective employees, shareholders, members, officers, directors, agents, or volunteers for and from any injuries, death, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or exposure to any virus or bacteria, or the condition of the property, facilities or equipment used for the Event.

I agree to indemnify, defend, and hold harmless all participants in the Event and the Companies and their employees, shareholders, members, officers, directors, agents, and volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by Companies as a result of my unlawful actions or failures to act during the Event.

I agree to wear appropriate safety equipment, as may be established by industry or community standards and common safety practices, during all activities and competitions at the Event. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who are at the event who may provide medical treatment to me at the event for malpractice.

This waiver and release is a legally binding agreement and will be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. The provisions of this agreement shall apply to the current Event and to any future Event.

I agree that if there should ever be a dispute of any kind between me and Living Lands & Waters or other Event sponsors or organizers then any such dispute will be decided by binding arbitration pursuant to Iowa Code Chapter 679 and the rules of the American Arbitration Association and that any and all legal proceedings shall take place only in Davenport, Scott County, Iowa. This agreement shall be enforced and construed according to the laws of the state of Iowa.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

PARENT or GUARDIAN CONSENT (If participant is under age 18): I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

Signature of Participant's Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

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### IN CASE OF EMERGENCY

Printed Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Cell# \_\_\_\_\_

Work# \_\_\_\_\_ Other# \_\_\_\_\_