

# RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

To ensure the safety and well-being of all participants during our stream cleanup events we will require you to follow all policies written below. Please review these policies and the attached liability form in advance of attending the event.

- Pre-registration is required for all cleanup participants.
- A MAXIMUM OF 150 PEOPLE ARE ALLOWED TO PARTICIPATE AT EACH CLEANUP SITE, according to current guidelines for outdoor gatherings in New Jersey.
- A parent or guardian must attend with all participating children. There must be a minimum of 1 adult per 3 participating children.
- Masks are optional.
- If you are not feeling well, and suspect any kind of contagion, such as a cold or flu, please stay home.
- Watershed Institute Staff reserve the right to require participants to wear masks at any point during the program regardless of distancing. Staff will be trained appropriately on how to maintain distancing, and when masks or facial coverings are required.
- Long pants and closed-toed shoes are recommended for woody areas.
- Trash bags will be provided. Please bring your own gloves.
- Alcohol based hand-sanitizer will be available, however we recommend you bring your own so as to best maintain distance between groups and staff.



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In consideration of being allowed to participate in The Watershed Institute's event and its related activities that I acknowledge, appreciate, and agree that:

- 1. The event is an outdoor experience and requires certain items including: shoes, water bottle, sunscreen, head covering (hat, visor, etc.) insect repellant, mask, and any other item as the Watershed staff may determine. I agree to have the necessary items for my use during the event.
- 2. As an outdoor experience, there may be periods of time of extreme heat, cold, storms, insects including ticks, uneven grounds including rocky terrain and roots, poison ivy/oak/sumac, streams, and other natural conditions. I understand that there may be risks and I assume those risks.
- 3. I am physically fit, have sufficient physical conditioning for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity; and,
- 4. I authorize the Watershed staff to assist me by administering basic first aid and/or obtain appropriate emergency medical treatment for me in the event of an accident, injury or illness.
- 5. I UNDERSTAND THAT THE STATE OF NEW JERSEY IS CURRENTLY EXPERIENCING THE COVID-19 PANDEMIC. I RECOGNIZE THAT THERE MAY BE INDIVIDUALS PARTICIPATING IN THE EVENT OR EMPLOYEES OF THE WATERSHED THAT MAY HAVE COME INTO CONTACT WITH OTHERS THAT ARE INFECTED OR HAD BEEN INFECTED WITH COVID-19. WHILE THE WATERSHED INSTITUTE WILL FOLLOW ALL REQUIREMENTS AND GUIDELINES SET OUT BY THE STATE OF NEW JERSEY AND THE UNITED STATES FEDERAL GOVERNMENT, THERE IS A RISK OF INFECTION. I KNOWINGLY AND FREELY ASSUME THESE RISKS. FURTHER, I AGREE TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:
  - a. I will take my temperature before arriving at the event. If I have a temperature above 100.04 degrees F I will not take part in the event.
  - b. If I do not feel well, I will not take part in the event.
  - c. If at any time during the course of the event, I become ill or otherwise do not feel well, I will notify a Watershed employee and I will leave the event.
  - d. I will wear a face mask at all times except when a distance of at least 15 feet is maintained between other groups and staff members.
  - e. If at any time I learn that I have been exposed to Covid-19 or have been infected by Covid-19, I will notify The Watershed Institute and provide such information as may be reasonably necessary for The Watershed Institute's needs.



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- 6. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 7. If I have any allergies to foods, medications, or environmental conditions (plants, bees, etc.) I will list all known allergies below. If I have prescribed medication, I will have sufficient supplies with me in the event of an allergic reaction.
- 8. Unless I indicate otherwise in writing, photographs, video, or audio may be taken of my children and me during the course of this event for use by the Watershed for publicity purposes.
- 9. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE WATERSHED INSTITUTE, their officers, trustees, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property arising out my presence or participation in this event, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law of New Jersey.

### FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ATTENDING THIS EVENT, AND ATTEND IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.



#### **STREAM CLEANUP POLICIES**