



RELEASE, WAIVER, AND INDEMNITY OF CLAIMS

Each participant must sign a Release and Waiver form to participate in Explore Wild Rivers programs

BY SIGNING THIS RELEASE AND WAIVER YOU ARE GIVING UP RIGHTS TO SUE OR BRING A CAUSE OF ACTION AGAINST THE WILD RIVERS CONSERVANCY AND/OR ANY OF THE PARTIES IDENTIFIED BELOW.

Assumption of Risk. *This paragraph says that you know the dangers and risks associated with this activity, and that you take responsibility for your own safety.* I agree and understand that participation in Explore Wild Rivers events which include activities which take place out-of-doors, possibly inclement weather, physical labor, use of watercraft and equipment, potential exposure to tick-borne and water-borne diseases, walking over rough terrain or in water, and being on or near an inherently dangerous recreational areas. I agree and understand that while my health and safety is the first priority of Wild Rivers Conservancy, the Event is not without risk. I agree that it is my sole responsibility to be familiar with the waters and grounds and any applicable laws and regulations for this Event, as well as any special rules. I understand and agree that situations may arise during the Event which may be beyond the immediate control of the organizers and I must continually act so as to neither endanger myself or others. I understand my participation in this Event may be terminated by event organizers if I fail to comply with any requirements. I accept responsibility for the condition and adequacy of equipment used. I have no physical or mental condition which to my knowledge would endanger myself or others if I participate in the Event, or would interfere with my ability to participate in this Event. I represent that I have health insurance that will cover any expenses relating to any injury that may happen connected with this Event. I agree to assume all risk of injury or harm to myself in the Event.

Covid-19 Assumption of Risk. I acknowledge that Wild Rivers Conservancy seeks to employ best practices to limit the risks of COVID infection for Participants. Such practices include asking Participants to complete a health check prior to participation in any Wild Rivers Conservancy field trip. By participating in today's field trip, you agree that none of the following apply:

- Signs of a fever or a measured temperature of 100.3 degrees or greater within the past 24 hours.
- Cough or trouble breathing within the past 24 hours.
- Close contact with an individual diagnosed with COVID-19. "Close contact" means living in the same household as a person who has tested positive for COVID-19, caring for a person who has tested positive for COVID-19, being within 6 feet of a person who has tested positive for COVID-19, or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for COVID-19, while that person was symptomatic. Medical Professionals who are servicing COVID-19 patients are exempted from this portion of the certification.
- Asked to self-isolate or quarantine by my doctor or a local public health official based on the criteria identified above and if not able to affirm any of them, refraining from participating in the event.

In addition to confirming that none of the above apply, the Participant agrees to comply with current CDC guidelines.

Release, Waiver of Liability, and Indemnity. *This paragraph says you agree no one will sue us if you get hurt.* I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest any and all rights and claims which I have or which may hereafter accrue to me against the Wild Rivers Conservancy, sponsors, activity organizers, and their agents, employees, volunteers, participants, principals, directors, officers, organizers, guides, and any other participants (parties identified) through or by which the Event will be held for any and all damages, including, but not limited to, death or paralysis, which may be sustained by me directly or indirectly in connection with or arising out of my participation in or association with the Event or travel to or from the Event. I agree to defend and indemnify the Wild Rivers Conservancy and all parties identified above against any and all claims related to my participation in the Activities. EXCEPT, HOWEVER, I retain rights and claims based on reckless conduct or intentional harm.

Medical Treatment. *This paragraph says you agree to medical treatment if you're so hurt you can't respond.* In the event of injury or illness while under the supervision of Wild Rivers Conservancy, I consent (if unable to provide or deny it myself) to receive first aid and/or any medical attention that may be needed as determined by, and at the discretion of, Wild Rivers Conservancy staff, emergency medical services, and licensed medical professionals.

Photographic Release. *This paragraph says we own and can use any photos and videos of you taken while you're participating in the Explore Wild Rivers event.* I grant the Wild Rivers Conservancy and activity partners the right to use and reproduce any and all photographs and video images taken of me while participating in the Event (including but not limited to

websites, newsletters, press releases, advertising, displays, etc.) without compensation. I understand and agree that all photographic materials, together with the prints and any video materials, shall be Wild Rivers Conservancy's and Wild Rivers Conservancy-

authorized groups' property. I further release Wild Rivers Conservancy and Wild Rivers Conservancy-authorized groups from liability and proprietary rights I may have in connection with such reproduction or use.

Other. This agreement, release, and waiver is made in Minnesota, and any controversy arising out of my participation shall be heard in District Court of Ramsey County and be decided pursuant to the laws of the State of Minnesota. This agreement may not be modified orally, and a waiver or consent to any provision shall not be construed as a modification of any other provisions herein. Each clause of this Release and Waiver is severable from the other clauses, and a decision that one clause is unenforceable will have no effect on the enforceability of any other clause.

BY SIGNING THIS RELEASE AND WAIVER I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE CONSEQUENCES OF SIGNING THIS DOCUMENT. THIS IS A COMPLETE ASSUMPTION OF RISK, AND A RELEASE AND WAIVER OF POTENTIAL CLAIMS.

**Complete the information on the next page and send to Wild Rivers Conservancy
(Email: info@wildriversconservancy.org)**



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PARTICIPANT INFORMATION (please print):

Name _____

Address _____

City _____ State ____ Zip _____

Email _____ Phone _____

Participant's _____ Signature _____ Date _____

Person to contact in case of emergency (REQUIRED):

Name _____ Phone _____

I am at least 18 years of age yes ___no___. If no, section below MUST also be completed for each participant under 18.

PARENT OR GUARDIAN of minors. I, as parent or guardian of the above-named minor, personally assume any and all risks of my child's or ward's participation in the event. Furthermore, I give my permission for my child or ward to participate in the event, and further agree, individually and on behalf of my child or ward, to all of the terms and conditions stated above. I ALSO AGREE TO DEFEND AND INDEMNIFY THE WILD RIVERS CONSERVANCY AND ALL OF THE PARTIES IDENTIFIED ABOVE AGAINST ANY AND ALL CLAIMS MADE ON BEHALF OF ANY CHILD OR WARD OF MINE.

Parent/Guardian Signature _____

Parent/Guardian Name (printed) _____

Wild Rivers Conservancy welcomes everyone, of any race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, body type or disability. We do not tolerate harassment in any form during our programs.

Wild Rivers Conservancy reserves the right to remove participants from our activities for ANY unsafe behavior.