

**MILWAUKEE RIVERKEEPER
RIVER CLEAN-UP WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK
AGREEMENT, PHOTO RELEASE & COVID AGREEMENT**

In consideration of being allowed to participate in the Milwaukee Riverkeeper, Inc. cleanup event, and its related events and activities, I acknowledge and agree that:

1. There exist numerous risks from the cleanup activities, including the potential for drowning, serious injury or sickness, and while equipment and personal discipline may reduce this risk, the risk of serious injury does still exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representative and next of kin, AGREE NOT TO SUE AND INSTEAD HEREBY RELEASE AND HOLD HARMLESS the organizers and all those associated with the Milwaukee Riverkeeper river cleanup, and its officers, directors, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, *WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.*
5. In addition, I give permission for Milwaukee Riverkeeper to use my name and any photographs or videos taken of me in connection with the cleanup event for publicity purposes.
6. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Milwaukee Riverkeeper has put in place preventative measures to try to help reduce the spread of COVID-19; however, Milwaukee Riverkeeper cannot guarantee that you will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating in monitoring activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience, or incur in connection with my participation in Milwaukee Riverkeeper programming ("Claims"). I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Milwaukee Riverkeeper, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT, AND PHOTO RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE

GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____

I have read the Waiver & sign it freely & without inducement. (Guardian sign for minors.)

X _____

Participant's Signature

Date Signed

Minors: This is to certify that I as parents/guardians with legal responsibility for this participant, do consent and agree to his/her release as provided above to all the Releasees, and, for only heirs, assigns, next of kin, and myself, I agree not to sue and instead release and agree to indemnify 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 NEGLIGENCE.

X _____

Parent or Guardian Signature

Date Signed

THANK YOU FOR PARTICIPATING IN OUR ADOPT-A-RIVER PROGRAM!