

# OHIO RIVER SWEEP 2020

## Agreement to Participate: PLEASE TAKE FORM TO YOUR OHIO RIVER SWEEP LOCATION

By initialing below, I agree to follow these instructions during my participation in the event more commonly known as Ohio River Sweep 2020 (the "Event"):

Initial

- \_\_\_\_\_ Wear gloves and protective clothing and, when on the water, life jackets.
- \_\_\_\_\_ Be careful when handling broken glass, sharp objects, aerosol cans, and other dangerous objects.
- \_\_\_\_\_ Frequently wash or sanitize hands during and after picking up litter.
- \_\_\_\_\_ Do not attempt to handle hazardous materials such as drum containers, needles and ammunition and immediately report their location/s to a coordinator.
- \_\_\_\_\_ Abide by all laws and orders related to COVID-19 (aka coronavirus) and other infectious disease (including for example social distancing and wearing face coverings).
- \_\_\_\_\_ Watch for and avoid snakes, wasps, hornets and poison ivy in debris piles or vegetated areas.
- \_\_\_\_\_ Be careful when lifting heavy objects.
- \_\_\_\_\_ Do not work alone.
- \_\_\_\_\_ Report any accidents or injuries to a coordinator immediately.
- \_\_\_\_\_ Ask permission before entering private property and identify myself as an Ohio River Sweep volunteer.

By signing below, and as consideration for being allowed to volunteer in the Event, I agree to be bound by the following:

**Voluntary Involvement.** I understand and acknowledge that my involvement in the Event is entirely voluntary. I also understand and acknowledge that I have requested to be involved in the Event at a date and time of my choosing, which is different from the date and time that the Sponsors (defined below) have set for the Event. I understand and acknowledge that I will not be supervised or assisted by the Sponsors.

**Assumption of Known and Unknown Risks.** I understand that my involvement in the Event may carry certain inherent risks including risks of injury and loss, both to person and to property. I also understand that these risks include minor injuries, such as scrapes, bruises, and strains, as well as more significant and even catastrophic injuries such as exposure to and transmission of COVID-19 (aka coronavirus) or other infectious disease, concussions, broken bones, paralysis, and death. I also realize that there may be other risks not known to me or not readily foreseeable. I acknowledge these risks and recognize that, while precautions will be taken, it is not possible to ensure the safety of Event participants. I understand that this Waiver, Release, & Indemnification form is intended to address all of the risks of any kind associated with my involvement in the Event, including such risks created by actions, inactions, carelessness, or negligence on the part of the Ohio River Valley Water Sanitation Commission, the Kentucky River Authority, and the environmental protection and natural resource agencies from Illinois, Indiana, Kentucky, New York, Ohio, Pennsylvania, Virginia and West Virginia, and their respective employees, officers, agents, coordinators and volunteers ("the Sponsors"). I accept and assume all such risks, whether or not known or identified, and I assume all responsibility for any liability, injury, losses and damages that I may suffer as a result of or in any way connected with my involvement in the Event, including my decision to be involved in the Event at a date and time of my choosing.

**Release from Liability.** I hereby release and forever discharge the Sponsors from any and all liability for and waive any and all claims for injury, loss, damage, or expense, including attorneys' fees, in any way connected with my involvement in the Event, including my decision to be involved in the Event at a date and time of my choosing, whether or not caused in whole or in part by the negligence or other misconduct of the Sponsors.

**Indemnification.** I agree to indemnify and hold harmless the Sponsors from any and all claims, liability, loss and expense, including but not limited to damages, legal expenses and costs of defense, in any manner arising from my participation in the Event, including my decision to be involved in the Event at a date and time of my choosing. I understand that this means that I will be financially responsible to reimburse the Sponsors if anyone makes a claim against them as a result of my actions or inactions.

**Covenant not to Sue.** I agree that I will not initiate any lawsuit, claim, or any other legal proceeding against the Sponsors as it relates to my participation in the Event, including my decision to be involved in the Event at a date and time of my choosing.

**Authorization for Medical Treatment and Transportation.** If I sustain any injury, become ill, or am involved in any accident during my participation in the Event, I authorize the Sponsors to seek medical treatment on my behalf, including transportation to a medical facility. I agree and acknowledge that I will be responsible for all costs relating to such treatment or transportation.

**Binding Effect.** This Waiver shall be binding upon and inure to the benefit of my relatives, heirs, next of kin, executors, administrators, beneficiaries, personal representatives, successors, and assigns who might pursue any legal action or claim for such liability, injury, loss, or damage.

**I HAVE READ THIS AGREEMENT TO PARTICIPATE AND I FULLY UNDERSTAND ITS CONTENTS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AGREEMENT TO PARTICIPATE VOLUNTARILY, FREELY, AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE NOT STATED HEREIN; INTEND FOR IT TO BE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION TO THE GREATEST EXTENT ALLOWABLE BY LAW; AND AGREE THAT IF ANY PORTION OF IT IS HELD INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**Participant's Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Emergency Contact** \_\_\_\_\_

**Emergency Contact Phone Number** \_\_\_\_\_

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**Participant's Signature**

**Date**

A parent or legal guardian must sign for each volunteer and/or participant under 18 years old. As a parent or legal guardian of the above-named minor and with appreciation of the inherent risks and dangers associated with the Event, I fully agree to, understand, and hereby personally accept and undertake, individually and in my own name, all of the obligations stated above in this Acknowledgement, Waiver, Release of Liability, and Indemnification.

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**Signature of parent or guardian if participant is under 18**

**Date**