



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Notice: This release form is a contract with legal consequences. Please read carefully before signing.

Prior to using Anacostia Riverkeeper ("ARK") boats, equipment and facilities or otherwise engaging in activities organized by ARK, I hereby freely and voluntarily agree to the following representations, waivers and agreements.

I know and understand that boating is an activity which entails known and unanticipated risks which could result in personal injury, property damage and death. I expressly agree to assume these risks, and release and forever discharge Anacostia Riverkeeper, its Officers, Board of Trustees, Directors, Employees and Agents, and all vessels and facilities owned and/or operated by Anacostia Riverkeeper (hereinafter "Released Parties") from any and all liability, damages, claims, or causes of action, arising out of or in any way connected with participation in ARK sponsored activities, and to indemnify and hold forever harmless ARK from liability, damages, claims, or causes of action brought by myself or by anyone on my behalf as a result of or in any way connected with my participation in boat tours or other activities organized, led or otherwise managed by ARK.

I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by ARK, or the employees, representatives or agents of ARK
2. I recognize that there are certain inherent risks associated with the above described activity, attest that I and my family are physically capable of performing the activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge ARK for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of ARK, whether caused by the fault of myself, my family, ARK, or other third parties.
3. While participating in ARK Activities, I will wear protective gear prescribed by ARK, including a personal flotation device (PFD) whenever I am engaged in activities on the water. I understand that the use of a PFD cannot guarantee my safety under all circumstances.
4. I agree to indemnify and defend ARK against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of ARK.
5. I agree to be photographed and recorded on video by ARK for archival and promotional purposes.
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under District of Columbia law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

Name of Participant: _____

Email Address: _____ Phone Number: _____

Signature of Participant: _____ Date: __/__/__

If Participant is a minor:

Name of legal guardian: _____

Signature of legal guardian: _____ Date: __/__/__

In case of an emergency, please call:

Contact Name: _____ Relationship: _____

Phone Number: _____