Somerset County
Park Commission

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Dorothy Paluck

Raymond A. Brown,
Secretary-Director

SOMERSET COUNTY PARK COMMISSION
RELEASE, WAIVER, AND PARTICIPATION AGREEMENT

FOR ENVIRONMENTAL EDUCATION PROGRAMS

1. **Assumption of Risk –** I acknowledge that participation in environmental education programs (including public programs, watercraft programs, day trip, and overnight trips) may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks can not be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.

2. **Release** – As part of the consideration for my participating in the activity identified above, I release, discharge, and hold harmless the Somerset County Park Commission, the County of Somerset, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "SCPC") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against the SCPC, arising from my participation in the Programs.

3. **Waiver and Indemnification –** I hereby waive all claims and demands against the SCPC for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my participation in the Programs and agree to indemnify, defend, and hold harmless the SCPC from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.

4. **Photography/Video** - In permitting myself to participate, I understand that my photograph/video may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me to inspect or approve photographs/video prior to publication.

5. **Term** - I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all environmental education activities in which I participate throughout the entire **2014** calendar year. I freely execute this document.

Dated: _____ _____
Signature of Participant

_____
Name **– Please Print**

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