RELEASE, WAIVER AND ASSUMPTION OF THE RISK FOR EVENT PARTICIPATION

This legally binding release, waiver and assumption of risk for event participation ("Participant Waiver") is made by me, __________________________________, to the High Line Canal Conservancy and its employees, agents, volunteers and/or assigns (collectively, the "Conservancy") in consideration for my intended participation in ___________________ (the "Event") on ________________, 20___.

I hereby agree as follows:

1. I agree that the Conservancy may use images of me from the Event in printed, published, or electronically distributed materials of the Conservancy or of Partner Organizations.

2. I acknowledge and understand that as part of my participation in the Event there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I understand that there are dangers associated with participation in an event that takes place in an urban setting. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable.

3. In consideration of the right to participate in the Event, I agree to assume all dangers, hazards and risks arising from my participation in the Event. This Participant Waiver is binding on my heirs and assigns.

4. To the extent that I engage in activities that are not a part of the Event on the same date(s) of the Event and from which I may sustain personal injury or other damage to myself or property, or cause others to be injured or sustain other damage, including damage to their property, I understand that the Conservancy will not be held responsible.

5. I agree that in connection with my participation in the Event to adhere to all of the policies and procedures of the Conservancy and all applicable laws, rules, regulations, and ordinances. If I fail to adhere to the above-stated policies, procedures, laws, rules, regulations, and/or ordinances during or in connection with the Event, I may be dismissed from the Event without refund and I will be responsible for any injuries and/or damages that may result.

6. In the event of an accident or serious illness during or in connection with the Event, I hereby authorize the Conservancy to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify the Conservancy from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

7. The Conservancy receives requests from governmental agencies, associations, and groups ("Partner Organizations") requesting the names and mailing addresses of Conservancy volunteers who may be interested in similar volunteer opportunities. By signing below, I authorize the Conservancy to share my name and contact information with Partner Organizations for other volunteer opportunities, unless the Host indicates by initialing here that I wish to opt out: ______

8. I hereby release, indemnify and hold harmless the Conservancy from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I may suffer, for which I may be liable to any other person, that may or does arise out of my participation in the Event.
9. I agree that I am solely responsible for any parking tickets, traffic violations, or car towing costs/fees that I incur because of my participation in, or travel to/from, the Event. I will not seek reimbursement for any of these costs/fees from the Conservancy.

10. I agree that any disputes between me and the Conservancy arising out of my participation in the Event shall be resolved by arbitration or mediation. The prevailing party in any dispute shall be entitled to recover attorney fees and costs.

11. I acknowledge that prior to signing this Participant Waiver, I have had adequate opportunity to read it and any questions I had were directed to the Conservancy and have been answered to my satisfaction. I fully understand the contents of this Participant Waiver. I am aware that I am giving up substantial rights by signing this document, and I am signing it voluntarily. I have no obligation to participate in the Event or sign this Participant Waiver, but I desire to do so.

Printed Name of Participant: ____________________________________________ Date:________________________

Signature of Participant: ______________________________________________ Email:________________________

Parent/Guardian signature (for volunteers under the age of 18): _________________________________

Mailing Address: ______________________________________________________________