



**WAIVER AND RELEASE OF LIABILITY AGREEMENT TO INDEMNIFY, TO ASSUME ALL RISKS and NOT TO SUE**

*Please read this contract carefully.*

*It releases GLEN FOERD CONSERVATION CORPORATION  
5001 Grant Avenue, Philadelphia, Pennsylvania,  
from liability and waives certain rights.*

In consideration of being permitted to participate in an **OUTDOOR WATER ACTIVITY** with Glen Foerd Conservation Corporation ("GFC"), I, the "Participant", \_\_\_\_\_ (or, if the Participant is under the age of 18, I, as parent or legal guardian on the Participant's behalf) \_\_\_\_\_ understand, acknowledge, and contractually agree to be legally bound by the terms as set forth below (the "Agreement"):

**1. Acknowledgement of Dangers and Risks:** I have voluntarily elected to participate in certain Outdoor Water Activities with GFC. I understand, acknowledge, and agree that participating in an outdoor water activity, which activity may include kayaking, row boating, and fishing and water-adjacent hiking and exploration (hereinafter the "Activities") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activities with GFC involves certain inherent dangers and risks that cannot be eliminated or controlled by GFC, the presence of which are integral to the adventurous nature of the Activities. I understand and agree that the inherent dangers and risks that could cause physical or emotional injury or death include, but are not limited to, the following:: hazardous river or shoreline conditions, including whirlpools, strong currents, waterfalls, eddy lines, or shallow water; falling into water from watercraft; capsizing watercraft; water immersion, including drowning; falling into unfamiliar water with submerged hazards; injurious contact with natural and manmade objects; striking and/or becoming entangled with overhanging trees; strainers, rocks, or other objects under, near, or above the surface of the water; lacerations due to injurious contact with sharp vegetation, rocks, or glass in the river or shoreline; prolonged exposure to cold water; failure to understand how to properly use equipment resulting in its failure or malfunction, including Personal Flotation Devices ("PFDs"); failure to properly control a kayak or rowboat or as a result of a lack of adequate knowledge, experience, or skill; boating equipment malfunction; slippery or hot boating equipment; being separated from watercraft; collisions with other watercraft; exposure to fishing hooks and lines; injurious contact with boating or fishing equipment belonging to Participant or of other participants or river or shoreline users; slipping, tripping, or falling while walking along the dock or water's edge; collapsing or submerged dock; injuries caused by aiding other participants; injuries caused by using, moving, or lifting boating equipment; exposure to tick bites; bee or wasp stings; snake bites; falling trees; moving objects associated with extreme weather; flash flood; temperature fluctuations; extreme or partial darkness; wind; hail; storms and lightning; exposure to allergens; mental or physical shock; wildfire; burns or burning associated with hot surfaces and sun exposure; overexertion; fatigue; dizziness or disorientation; diminished reaction time; mentally or physically unstable or criminal participants; negligence by other participants; all manner of outdoor injuries including brain injury, spinal injury, broken bones, internal injury, sickness or disease; allergen exposure; exposure to food-borne, water-borne, vector-borne, or airborne pathogens, bacteria, and viruses, including but not limited to contraction of Covid-19; exacerbation of Participant's own health condition(s); hypothermia, sunburn, heatstroke, dehydration, hyponatremia; getting lost; risks associated with hiking, including: unmaintained or rough trail; path and/or trail obstructions; slipping, tripping, or falling; variations in terrain; exposure to steep terrain; unstable or loose rock or other terrain; and trail and ledge side drop-offs; errors in volunteer, employee, guide, teacher, or leader judgment or lapse volunteer, employee, guide, teacher, or leader skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that GFC has done its best to list the known and foreseeable risks of participating in the Activities, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activities.

**2. Acknowledgement of Limitations of Equipment and Requirement to Wear a Personal Flotation Device At All Times:** I acknowledge and agree that any and all equipment provided by GFC may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge and agree that a) GFC explicitly requires that I wear a personal floatation device (PFD) at all times while on the water; b) I am responsible for selecting the proper size PFD and fitting it to my body, and; c) if I need assistance in selecting and fitting a PFD, I am responsible for requesting such assistance; and d) although a PFD may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the PFD is designed to prevent. I understand that if I provide my own equipment, I am responsible for its maintenance and proper use. I understand that if

I refuse or fail to use a PFD, I will be immediately removed from participating in the Activities, and the Activities may be cancelled. The undersigned acknowledges that not all conceivable safety equipment is included with my participation in the Activities, and that Participant must supply any safety equipment they deem advisable or necessary for the Activities beyond what is provided.

**3. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activities despite understanding the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activities. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activities. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activities, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**4. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activities. I understand the importance of carefully listening and attending to all safety instructions given to me, whether in writing or verbally, and I agree to follow all guide or instructor instructions at all times while engaging in the Activities. Further, I represent that I have had the opportunity to both independently research and discuss with GFC the risks of participating in the Activities and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activities. I am not relying on any prior oral, written, or visual representations made by GFC, including in any website or promotional materials, to induce me to participate in any Activities.

**5. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for GFC's agreement to allow the Participant to participate in the Activities, **I HEREBY AGREE NOT TO SUE GLEN FOERD CONSERVATION CORPORATION, THE PHILADELPHIA DEPARTMENT OF PARKS AND RECREATION, AND THE CITY OF PHILADELPHIA**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurers, agents, employees, volunteers, representatives, assignees, members, officers, directors, shareholders, non-profits, and any landowners across whose property we may travel during the activities (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activities. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activities, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not including gross negligence or intentional conduct).

**6. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activities. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, undersigned will be required to pay back to each Released Party all sums of money incurred by, or paid by or on behalf of, any of the Released Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**7. Authorization to Receive Medical Treatment:** In the event of an emergency medical situation, I hereby 1) consent to emergency medical treatment and transportation to a medical facility or hospital; 2) agree to pay all costs associated with any and all medical care, rescue, or any related transportation provided for me; and 3) agree to hold GFC and each Released Party harmless from any and all claims associated with such medical care and/or related transportation.

**8. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activities, and sign this document out of a desire to have the Participant be allowed to participate in the Activities. I represent that I am a **legal** parent or guardian of the minor Participant.

**9. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** As Participant or as parent of legal guardian of a minor participant, I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon myself, my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives.

**10 Agreement to Application of Pennsylvania Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activities shall be governed by Pennsylvania law, and that the exclusive jurisdiction for any claim shall be in the Court of Common Pleas of the State of Pennsylvania, County of Philadelphia, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction’s conflicts of laws analysis.

**11. Photographic Release:** I agree that GFC may utilize any photograph or video (the “Media”) of me participating in the Activities for any purpose, and that any such Media is the property of GFC. I waive all rights of publicity or privacy or pre-approval, and agree that I am not entitled to any payment, royalty, proceeds or other benefits in connection with its use.

**12. Severability:** I agree that if any sentence, clause, paragraph or part of this Agreement is declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

**13. Miscellaneous Provisions:** This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS.**

**I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.**

_____	_____	_____
<b>Signature of Participant</b>	<b>Printed Full Name of Participant</b>	<b>Date</b>

If signing on behalf of a minor, print full **name and age of minor Participant:** \_\_\_\_\_

\_\_\_\_\_

**EMERGENCY CONTACT INFORMATION FOR PARTICIPANT**

Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternate Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_

Phone: \_\_\_\_\_