

Consent, Waiver, and Release Form



INFORMED CONSENT, VOLUNTARY WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISKS. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARTICIPANT OR A PARENT OR LEGAL GUARDIAN OF A PARTICIPANT BEFORE PARTICIPATION IS ALLOWED IN THE ABOVE REFERENCED PROGRAM.

I, the undersigned, for myself or for my child/ward to participate in the above referenced Program on the date(s) and location indicated above and, in consideration for my or my Child's participation, I hereby agree as follows:

Release, Waiver, and Assumption of the Risk

I am aware of my condition or the condition of my child/ward and certify that I or my minor child/ward may participate in activities that may be of a strenuous or physical nature at the parks or on the trails, waters, or other grounds of the Muskingum Watershed Conservancy District. I recognize that there are risks associated with the aforementioned programs, both known and unknown, which may include but are not limited to, falls, contact with other participants, transmission of communicable diseases, weather hazards, misuse or failure of equipment, drowning, or collision with another craft, person, vehicle, or object. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Muskingum Watershed Conservancy District, its officers, employees, agents, volunteers, independent contractors, and sponsors (hereinafter "Releasees") or otherwise, while the undersigned is in, upon, or about the premises of the MWCD or while using the premises or any facilities or equipment hereon.

As part of the consideration tendered for myself or my minor child/ward, being permitted to participate in Muskingum Watershed Conservancy District programs, I agree for and on behalf of myself and my minor child/ward to and do hereby waive and release any and all claims against, and agree to fully release, hold harmless, and indemnify, the Releasees from any and all claims related to illness, injury, including loss of life, property damage, or loss of any description arising in whole or in part from the negligence of the Releasees which I or my child/ward may sustain arising out of, or in any way associated with my or my child/ward's participation in Muskingum Watershed Conservancy District's programs, except that Releasees shall not be released from its willful or wanton misconduct.

I agree that the terms stated herein shall also serve as a release, waiver of liability, and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family or those of my minor child/ward. This Waiver, Release, and Assumption of Risk is intended to be as broad and inclusive as permitted by the laws of the State of Ohio.

Consent to Treat

In the event of injury or illness, I authorize the Muskingum Watershed Conservancy District to obtain first aid and/or medical treatment at the nearest and most adequate facility of the Muskingum Watershed Conservancy District's choice. I am aware that staff/volunteers may provide support for this program/event including but not limited to the administration of first aid, cardiopulmonary resuscitation, or the use of an automated external defibrillator. This release is complete and signed of my own free will and with the sole purpose of authorizing medical treatment under emergency circumstances for myself, or in my absence, for the minor child/ward listed. I further agree to accept responsibility for any and all medical expenses that result from any injuries or illness that occurs to me or my child during or as a result of participation in MWCD programs.

Photo and Video Release

I hereby authorize the Muskingum Watershed Conservancy District to publish in print, electronic, or video format, the likeness or image of myself or my child/ward without limitation. I also waive the right to any compensation.

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Program: _____ Date: _____ Park: _____

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. I have read and understand the Consent, Waiver, and Release Form. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Participant Name: _____ Birthdate: _____ Age: _____

Address: _____

Campsite: _____ Email: _____

Are you allergic to insects, foods, medications, etc.? Yes No If yes, list allergy, what happens, and any medication that is carried? _____

Is there anything else that we should know? (recent illnesses, physical conditions, sensitivities, etc.) Yes No

If yes, please indicate participant and explain. _____

In case of emergency contact:

Name: _____ Phone: _____

By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release all claims against any person or organization utilizing this material. ***If the participant is under 18 years of age, a parent or legal guardian must sign.***

Signature of Participant (Parent or Guardian for individuals 18 and under) _____ Date Signed _____

Print Name _____