

FIELD TRIP PARTICIPANT RELEASE FORM

**Pontchartrain
Conservancy**



PLEASE PRINT CLEARLY

Today's Date: (mm/dd/yyyy) _____

Are you Participating with a company or organization today? Yes No

If so, what is the name of your company or organization? _____

Participant Contact Information:

Name (Hereinafter "Participant" or "the Participant"): _____

Street Address: _____ City: _____

State: _____ Zip: _____ Email: _____

Telephone: _____ Cell Home Work Date of Birth: _____

Emergency Contact Name: _____ Emergency Contact Telephone: _____

Relationship to Emergency Contact: _____

RELEASE

Please read this information carefully before signing below.

This release and waiver of liability is in favor of, and shall inure to the benefit of, Pontchartrain Conservancy ("PC") and PC's directors, officers, employees, representatives, agents, successors, assigns, and any and all persons or entities on PC's behalf who may be liable (collectively, "its representatives") and, further, shall be binding upon the undersigned and his/her heirs, personal representatives, successors and assigns. The Participant desires to engage in any and all activities related to being a PC Participant, whether on or within the foregoing described premises or elsewhere (any and all activities related to being a PC Participant hereafter being referred to collectively as the "Participant's Activities"). The Participant understands that his/her engaging in the Participant's Activities may expose the Participant to dangers both from known and unanticipated risks.

Release, Waiver and Assumption of Risk: Acknowledging that such risks exist, and for and in consideration of the permission granted by PC to the Participant to engage in the Participant's Activities, the Participant does hereby FULLY and FINALLY RELEASE and DISCHARGE PC and its representatives from, and INDEMNIFY and HOLD HARMLESS PC and its representatives from and against, any and all claims, demands, actions, causes of action, suits, whether at law or equity or otherwise, and/or liability of any kind or nature whatsoever, for property damage and/or personal injury, including death, and any and all losses, damages, expenses, costs, fees and/or liabilities of whatsoever kind or nature in connection therewith (including, without limitation, attorneys' fees and court costs that may be incurred by PC), arising or resulting from, or in any manner related to, the Participant's engaging in the Participant's Activities, including, but not limited to, property damage and/or personal injury, including death, caused in whole or in part by the negligence of PC or its representatives or otherwise. The Participant recognizes, therefore, that if he/she is hurt and/or his/her property is damaged, while engaged in the Participant's Activities, the Participant will have no right, and hereby waives the right, to make a claim or file a lawsuit against PC or any of its representatives, even if PC or any of its representatives caused the injury or damage. The Participant hereby understands that the Participant's Activities include work that may be hazardous to the Participant. The Participant hereby expressly and specifically assumes the risk of injury or harm to his/her person, including death, and the risk of damage to personal property during the Participant's Activities and hereby releases PC and its representatives from any duty or obligation owed to the Participant. The Participant understands and fully recognizes that this Release discharges PC and its representatives from any liability or claim that the Participant may have against PC with respect to any bodily or personal injury, including death, or property damage that may result from the Participant's Activities with PC, whether caused by PC's negligence or otherwise. The Participant hereby

releases and forever discharges PC and any of its representatives from any claim whatsoever which may arise or result from any first-aid treatment or medical service rendered in connection with the Participant's Activities.

Photographic Release: Participant does hereby grant, transfer and convey to PC all of the Participant's right, title, and interest in and to all photographic images, video or audio recordings, video or audio reproductions, films or motion pictures, radio or television broadcasts and any other reproductions or depictions (all collectively referred to as the "reproductions") of the Participant's Activities, or any part thereof, including, without limitation, pictures and sound of the Participant alone or with other persons through any and all media, whether now known or hereafter discovered. Such right, title and interest includes, without limitation, the right to any royalties, proceeds or other benefits derived from the reproductions of the Participant's Activities. The Participant hereby understands and acknowledges that PC shall have and own, in connection with the Participant's Activities, the sole and exclusive right to commercially exploit the Participant's Activities, and the Participant shall not reproduce, sell or otherwise use or exploit any of the reproductions of the Participant's Activities, or assist another party in doing any of the foregoing, without PC's prior written consent.

Other: Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by Louisiana law, and that this Release shall be governed by and interpreted in accordance with Louisiana law. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Participant consents to the receipt of future newsletters, mailings, and/or notices regarding PC via the postal service or electronic means if an email address is provided. PC will not knowingly sell or distribute the Participant's contact information to any other organization, or entity.

In Witness whereof Participant, the undersigned, has executed this Release in Louisiana, on the date written above.

Participant Signature
(Signature of parent or legal guardian if minor)

Participant Printed Name



The Sewerage & Water Board

OF NEW ORLEANS

625 ST. JOSEPH STREET

NEW ORLEANS, LA 70165

504.529.2837 OR 52.WATER

www.swbno.org

SEWERAGE AND WATER BOARD OF NEW ORLEANS Release of Liability and Hold Harmless Agreement

1. In consideration for being allowed access to the Sewerage and Water Board of New Orleans' (SWBNO) Pumping Station facilities, the undersigned, being of the full age of majority, being of sound mind, and under my own volition, does hereby release, waive, discharge and covenant not to sue SWBNO, its officers, servants, agents and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me or to any property belonging to me whether caused by the negligence of the Releasees, or otherwise, while participating in research, education or outreach activities, or upon the premises where such activities are being conducted, while in transit to or from the premises, or in any place or places connected with these activities.

2. I am fully aware that there may be risks and hazards unknown to me connected with being involved in these activities. I hereby elect to voluntarily participate in these activities, to enter upon the above-named premises, and to engage in activities knowing that conditions may be hazardous or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any loss or damage to property owned by me, as a result of my being a participant in these activities, whether caused by the negligence of Releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in these activities, whether caused by the negligence of any or all of the Releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees.

In signing this Release, I acknowledge and represent that:

- A. I have read the foregoing Release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Date: _____ / _____ / _____

Print Name of Participant: _____

Signature of Participant: _____

Signature of Parent/Guardian if Participant is under 18 years of age