PARTICIPATION RELEASE

Acknowledgement

I, the undersigned, plan to participate in the Paddle the Bronx River canoe trip offered by the Bronx River Alliance (“Alliance”) along and around the Bronx River, New York (the “Program Location”) on August 17, 2017, as described more fully on Alliance’s website at: http://bronxriver.org/?pg=content&p=bronxriverresources&m1=19 (the “Program”). The Program is for participants at least 21 years old.

I understand that New York University (the “University”) is not in any way involved in the planning of the Program and is not conducting the Program. I also understand that the University cannot independently verify the safety of the Program or any equipment or expertise of any personnel of any third party in connection with the Program. I further understand that the University is not insuring or guaranteeing, in any manner, my safety from personal injury or any other loss or damage that may occur as a result of my participation in the Program, including any travel to, from, within, and around the Program Location. Specifically, I acknowledge that:

Risks

1. The University is not responsible for my losses, illnesses, injuries or disabilities or for conditions I experience during the Program.
2. The Program involves canoeing and other physical activity which may involve risks and dangers, including dangers to my health and personal safety, such as those posed by falls, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hostile or aggressive wildlife, death by drowning or otherwise, equipment failures, and negligence of others.
3. The consumption of alcoholic beverages impairs my ability to operate a canoe, drive a car or operate machinery and may cause health problems.
4. The University cannot confirm the accuracy of information or the safety of equipment, food, beverage or expertise of any personnel supplied by others who are not the official representatives of the University for the Program (including, but not limited to, Alliance) and the University cannot confirm the safety of the Program Location.
5. The University cannot eliminate all risks or guarantee my safety while I am participating in the Program.

Travel

6. The Program involves travel to, from, within, and around the Program Location and may include travel by boat, canoe, automobile, bus, van, and foot.
7. The University is not responsible for my personal effects, either in transit or at final destinations.

I have made my own investigation of the risks described above, understand these risks and assume them knowingly and willingly. I further acknowledge that the consumption of alcohol is not permitted by anyone under the age of 21 years old. With full knowledge of the risks and liabilities associated with the Program, I have made the independent judgment to participate voluntarily in the Program.

Release and Waiver of Liability and Covenant not to Sue

I agree that the University is not responsible if anything happens to me or to my property in connection with my participation in the Program. Knowing the risks and dangers associated with the Program and in consideration for being permitted to participate in the Program, I also agree, to the maximum extent permitted by law:

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BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY BEFORE SIGNING.

1. to release and discharge the University from any liability or responsibility for any personal or bodily injury (including death), and for any damage to or loss of property, however caused, that I suffer as a result of or in connection with my participation in the Program or any travel related to the Program, including, but not limited to, any injury, loss or damage resulting from or arising out of the negligent acts or omissions of members of the faculty or administration or other employees, agents, or servants of the University; and

2. not to raise any claim or institute any legal action or proceeding against the University that I have ever had, now have, or may have in the future or which my heirs, executors, administrators, or assigns may have, or claim to have, for any cause of action that may result from or arise out of my participation in the Program or any travel related to the Program, including, but not limited to, any cause of action that may result from or arise out of the negligent acts or omissions of members of the faculty or administration or other employees, agents or servants of the University.

All references to the University in this form will include, New York University and its affiliates, and all provisions of this Participation Release will inure, to the benefit of, the University’s and its affiliates, and their trustees, officers, employees, agents, servants and representatives.

This Participation Release will be governed by and construed in accordance with the laws of the State of New York, United States, applicable to contracts entered into and intended to be performed solely within the State of New York. I will submit to the jurisdiction of the federal and state courts located in New York County, New York State, for the resolution of disputes arising under or relating to this document, regardless of the place it is signed.

I have read this document and understand its contents. Representatives of University have answered any questions related to the Program or this Participation Release to my satisfaction. I have full authority to execute this Participation Release, am at least 21 years of age and have executed this Participant Release voluntarily and of my own free will.

_______________________________     _______________________________
Signature      Date of Birth

_______________________________      _______________________________
Print Name      Address

_______________________________  _______________________________
Print Name      University ID Number (if applicable)