



**Somerset County
Park Commission**

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Secretary-Director

**SOMERSET COUNTY PARK COMMISSION
RELEASE, WAIVER, AND PARTICIPATION AGREEMENT
FOR MINORS/DEPENDENTS**

FOR ENVIRONMENTAL EDUCATION PROGRAMS

- Assumption of Risk** – As the parent or guardian of the below named minor or dependant, I assume full responsibility for the decision for my child/dependent to participate in environmental education programs (including public programs, Eco-Explorers, AWESIM Kids, and AWESIM Adventures, watercraft programs, day trip, and overnight trips) (the “Programs”) of the Somerset County Park Commission. I acknowledge that participation by my dependent in the activities listed above may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks can not be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my dependent’s own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.
- Release** – As part of the consideration for my dependent participating in the activity identified above, I release, discharge, and hold harmless the Somerset County Park Commission, the County of Somerset, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as “SCPC”) from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against the SCPC, arising from my child/dependent’s participation in the Programs.
- Waiver and Indemnification** – I hereby waive all claims and demands against the SCPC for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my dependent’s participation in the Programs and agree to indemnify, defend, and hold harmless the SCPC from all loss, liability, damages, costs, and expenses (including actual attorney’s fees) arising from or related to same.
- Photography/Video** - In permitting my dependent to participate, I understand that my dependent’s photograph/video may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me or my dependents to inspect or approve photographs/video prior to publication.
- Term** - I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all environmental education activities in which my dependent participates throughout the entire 2010 calendar year. I freely execute this document.

Dated: _____

Signature of Parent/Legal Guardian

Name – **Please Print**

Name of the Minor/Dependent Participant