



SOMERSET COUNTY PARK COMMISSION
RELEASE, WAIVER, AND PARTICIPATION AGREEMENT
FOR ADULTS

FOR ENVIRONMENTAL EDUCATION VIRTUAL PROGRAMS

**Somerset County
Park Commission**

Post Office Box 5327
North Branch, NJ 08876

Nancy D’Andrea
President

Joseph Kempe
Vice President

Mark Caliguire

William Foelsch

Michael Giordano

D.J. Hunsinger

Randy Jones

Kevin McCallen

Daniel J. Hayes Jr.
Director

Geoffrey D. Soriano
Secretary

1. **Assumption of Risk** – I acknowledge that participation in virtual environmental education programs (the “Virtual Programs”) 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 own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of personal equipment, condition of the facilities and grounds in my backyard, neighborhood, or community, natural disaster, and national disaster. There may also be other risks that are not foreseeable at this time. I acknowledge that as the participant, I must be 100% responsible for myself for the duration of each Virtual Program.
2. **Release** – As part of the consideration for my 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 participation in the Virtual Programs.
3. **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 participation in the Virtual 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.
4. **Photography/Video** – In permitting myself to participate, I understand that my photograph/video from Virtual Programs may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me to inspect or approve photographs/video prior to publication.
5. **Term** – I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all environmental education virtual activities in which I participate throughout the entire **2024** calendar year. I freely execute this document.

Dated: _____

Signature of Participant

Name – Please Print

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EDUCATION CENTER

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