RELEASE OF LIABILITY AGREEMENT & MEDIA RELEASE

I, _______________________________________________________, acknowledge that I have voluntarily agreed to participate in this program on the invitation of Biscayne Bay Waterkeeper, Inc. (a.k.a. Miami Waterkeeper), a not for profit corporation organized under the laws of the State of Florida in the United States of America.

I have been advised and informed, and I am aware, that this program includes activities involving physical exertion outdoors and that there is an inherent risk of injury in such activities. I have been informed about what is involved in this program, and I am voluntarily participating with full knowledge of these risks. I hereby assume full responsibility for any and all risks of property damage, injury, or death.

As lawful consideration for being permitted by Miami Waterkeeper to participate in this program, I hereby release, waive, and forever discharge Miami Waterkeeper (Biscayne Bay Waterkeeper, Inc.) and its owners, officers, directors, shareholders, principals, agents, representatives, members, employees, clients and sub-contractors of all liabilities, actions, claims, demands, costs, losses, fees, or expenses which I or my heirs, distributees, guardians, legal representatives, next of kin, or assignees may have against them for all loss or damage, and any claims or demands therefore, on account of injury to myself or my property, or resulting in my death, whether caused by the negligence of Miami Waterkeeper, its clients, sub-contractors or otherwise, arising out of or in any way connected with my participation in this event, including travel to and from this event, and including any damage or injuries, or death, which may be suffered by me before, during, or after this event.

I fully understand that I am unconditionally releasing Miami Waterkeeper, its clients, and sub-contractors from all liability, including claims based on negligence, actions, or inaction of Miami Waterkeeper, its clients or sub-contractors. I hereby assume full responsibility for the risk of bodily injury, death, or property damage due to the negligence of Miami Waterkeeper, its clients, sub-contractors, or otherwise while involved in the activity or for any other purpose of participating in such event.

I hereby agree to indemnify, save, and hold harmless Miami Waterkeeper and its clients and sub-contractors from any loss, liability, damage, or costs or attorney fees they may incur due to my presence in the activity whether caused by the negligence of Miami Waterkeeper, or otherwise.

I further agree that my participation in this program does not give rise to an employer/employee relationship, and does not bind Miami Waterkeeper to provide any form of worker's compensation insurance or benefits. I consent to first aid and medical treatment, which may, as a result of injury or illness, seem reasonably advisable.

This Agreement shall be governed by the laws of the State of Florida, the courts of which shall have competent jurisdiction.

By signing below, I give my consent to Miami Waterkeeper to use my name, comments, photograph and likeness in any media outlet that Miami Waterkeeper deems appropriate. I understand that I may be photographed, videotaped, or otherwise recorded. I further agree that Miami Waterkeeper has the right to use, or restrict the use of, any photos, videos, or audio recordings that I may take during the event.

THIS AGREEMENT IS FREELY AND VOLUNTARILY SIGNED ON THE _____ DAY OF ____________, 20____.

PARTICIPANT'S SIGNATURE ________________________________________________________________________

PARTICIPANT'S NAME ____________________________________________________________________________

PARTICIPANT EMAIL ______________________________________________________________________________