

**WAIVER AND RELEASE FROM LIABILITY
AND AGREEMENT NOT TO SUE**

IN CONSIDERATION of being allowed to participate in any activity or program affiliated with the Pennsylvania Fish and Boat Commission, and intending to be legally bound hereby, the undersigned:

1. Agrees that, prior to participating, he/she will inspect the facilities and equipment to be used, and if the undersigned believes that said facilities or equipment are unsafe, the undersigned will immediately advise his/her supervisor or instructor of such condition and refuse to participate.
2. Certifies that he/she is in good health, is physically fit to engage in this activity and has no known medical condition that could foreseeably jeopardize his/her safety during such participation or be aggravated by such participation.
3. Acknowledges and fully understands that each participant will be engaging in activities that involve risk of serious injury, including the loss of, or damage to, personal property, heat and cold related emergencies (hypothermia and hyperthermia), drowning, broken bones, wounds/contusions, abrasions, bruises, muscle or tendon sprains/strains, infections, head/neck and spinal cord injury, including permanent disability and death, and severe social and economic losses, which might result not only from his/her own actions, inaction, or negligence, but also from the actions, inaction, or negligence of others, the condition of the premises or of any equipment used. Further, the undersigned acknowledges and fully understands that there may be other risks not known to the Commission or the undersigned or risks that are not reasonably foreseeable at this time.
4. Acknowledges that participating in Commission water rescue programs, events, and activities may include possible exposure to a communicable disease including but not limited to MRSA, influenza, and COVID-19. The undersigned further acknowledges that they are aware of the risks associated with exposure to COVID-19, including individuals with serious underlying health conditions such as, but not limited to: high blood pressure, chronic lung disease, diabetes, asthma, and those whose immune systems that are compromised by chemotherapy for cancer, and other conditions requiring therapy. While particular recommendations and personal discipline may reduce the risks associated with participating in water rescue programs, the risk of serious illness, medical complications and possible death does exist.
5. Assumes all the foregoing risks and accepts personal responsibility for any and all damages of whatever kind, name or nature in any manner arising out of or in connection with the undersigned's participation in the activity or program.
6. Forever releases, acquits, discharges, indemnifies and holds harmless the Commission and all its agents, officers and employees, and if applicable, other participants in the program and owners and lessors of premises used to conduct the program, from any and all causes of action, including personal injury, and property damage, costs, charges, claims, demands and liabilities of whatever kind, name or nature in any manner arising out of or in connection with the undersigned's participation in the activity or program, even if he/she contends that such injury or loss is the result of negligence, recklessness, or other improper conduct of the Commission, its agents, officers, or employees and if applicable, other participants in the program and owners and lessors of premises.
7. Releases the Commonwealth of Pennsylvania, the Pennsylvania Fish and Boat Commission and their officers, employees, agents and assigns from any claims and demands arising out of the use of the photographs or videos. Understands that the photographs or videos will be copyrighted in the name of the Pennsylvania Fish & Boat Commission and may be used in conjunction with other

photographs or videos, as part of a composite, or in any form whatsoever. Understand that the Commission may assign its rights or give permission to use the photographs to another party.

8. Acknowledges that he/she has read the above waiver and release and understands that he/she has given up substantial rights by signing it and does hereby acknowledge that he/she is signing it voluntarily.

Participant: Print Name	_____	_____	_____
	First	Middle	Last
Signature	_____	_____	Date ____ / ____ / ____
Witness: Signature	_____	_____	Date ____ / ____ / ____