



## Onboard Volunteer Acceptance Form

Hudson River Sloop Clearwater  
ATTN: Educator.  
724 Wolcott Avenue  
Beacon NY 12508  
[educator@clearwater.org](mailto:educator@clearwater.org)

Clearwater is counting on you to honor your full volunteer week commitment!

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address \_\_\_\_\_

Phone (cell) (      ) \_\_\_\_\_ (work/home) (      ) \_\_\_\_\_

From (dates) \_\_\_\_\_ to \_\_\_\_\_

Boarding at \_\_\_\_\_ dock. Disembarking at \_\_\_\_\_ dock.

11 of 11 (111). <input type="checkbox"/> \_\_\_\_\_ (111). <input type="checkbox"/> \_\_\_\_\_

Notes: (OFFICE USE ONLY).



**Clearwater**

## **Hudson River Sloop Clearwater ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE and INDEMNITY AGREEMENT**

Hudson River Sloop  
724 Wolcott Ave  
Beacon, NY 12508  
845 265 8080

In consideration of the services of Clearwater, participant (and parent or guardian for himself or herself and on behalf of the minor child) acknowledges and agrees as follows:

I understand that participants and parents share the responsibility for participant's safety with Clearwater. I have (or my child has) no mental or physical problems or limitations that might affect my (or my child's) ability to participate that have not been disclosed to Clearwater in writing. I have had the opportunity to ask questions about the activities and the risks of the program in which I (or my child) will participate.

The activities in which I (or my child) may participate will vary with the program offered and may be physically strenuous. These activities may include but are not limited to: hiking; camping; rock climbing; sailing; ropes and/or challenge courses (climbing up or over walls, traversing ropes suspended off the ground, potentially at heights of forty feet or more, swinging or traveling by a cable and pulleys and other such activities); physical problem-solving activities; water activities including swimming; vehicle travel; and community and other service projects. I understand that I (or my child) may engage in other activities not described above. It is impossible to know or list every risk associated with every activity; however, I understand the risks I (or my child) may encounter include but are not limited to: slipping, falling to a floor or other surface; being struck by or striking other objects or persons; improper or malfunctioning equipment or structures; and physical contact with other participants. These and other risks are inherent to the activities; that is, without them, the activity would lose its value and appeal.

I acknowledge that participating in a Clearwater program involves the inherent risks described above and other risks, including some not described above, that can cause or lead to death, injury, illness, or property damage. I understand that Clearwater cannot assure my (or my child's) safety and does not seek to eliminate all of these risks. I agree to assume all of the risks of the activities of my (or my child's) Clearwater program, whether inherent or not, and even if not described above.

I release Clearwater and each of their respective agents, employees, officers, directors, trustees, independent contractors, volunteers (including consulting physicians), and all other persons or entities acting under their direction and control (collectively referred to as "the Released Parties") from, and agree not to pursue a claim or sue the Released Parties or any of them, for any liability, claim, or expense in any way associated with my (or my child's) enrollment or participation in the Clearwater camp program or the use of any equipment or facilities. Neither I nor anyone acting on my (or my child's) behalf will make a claim against the Released Parties as a result of any injury, illness, damage, death, or loss. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of the Released Parties to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes claims for injury, property damage, wrongful death, breach of contract, or any other type of suit.

I further agree to defend and indemnify the Released Parties (to pay or reimburse them for money they are required to pay, including attorneys' fees and costs) with respect to any and all claims brought by or on behalf of me, my child, a family member, a co-participant, or any other person for any claims related to my (or my child's) enrollment or participation in the program or my (or my child's) use of equipment or facilities, including claims that the Released Parties were negligent. However, I do not agree to indemnify the Released Parties for claims of gross negligence or willful or wanton conduct.

I agree that the substantive law of New York governs this document and any dispute or suit I have (or my child has) with the Released Parties. Any mediation, suit, or other proceeding must be filed or entered into only in New York. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions. Clearwater has permission to use my photo or image for reproduction in any manner it desires, including advertising or display.

**I have carefully read, understand, and voluntarily sign this document. I understand that I am surrendering certain Legal rights. I agree that this form shall be binding on me, my minor children and other family members, and my heirs, executors, representatives, and estate.**

*if participant is under the age of eighteen (or if participant lives in Alabama or Nebraska and is under the age of 16) at the time this document is signed, at least one parent must sign the release in addition to the participant's signing,*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name here

\_\_\_\_\_  
Parent or Guardian signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name here