

Plogging Liability Waiver

I know that I am plogging (i.e., jogging or otherwise moving while picking up trash) in an event that is organized as a virtual activity where I plog on my own, at a date and time of my choosing, in a location and plogging route of my choosing, which will not have any support or security measures in place by the Eastern Rhode Island Conservation District (ERICD) and/or partners (Northern Rhode Island Conservation District [NRICD], Bike Newport, and Aquidneck Island Earth Week). *Plogging Fundraiser* is a potentially hazardous activity, which could result in injury or death. I acknowledge that I am participating in the activity outlined by this virtual event of my own free will and at my own personal risk.

I will not participate in a virtual event unless I am medically able and properly trained, and by my acknowledging check and submission of the registration form, I certify that I am medically able to perform this event, am in good health, and am properly trained. I further agree to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and I attest to having read the CDC's guidance at: https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html. I attest that if my community has a shelter in place order, or if I am in quarantine, I will participate in compliance with that order (i.e., filling a bag with clothes to donate inside your own home and waiting under shelter in place orders are lifted to donate), or will otherwise wait until the order is lifted before plogging outside in the community.

I agree to follow all pedestrian safety ordinances including plogging on a sidewalk where available. I agree to follow the rules of the road if no sidewalk or multi-use trail is available, and I will plog against oncoming traffic and not with traffic. I agree to use at least one glove and bag while plogging, to not pick up anything potentially hazardous, properly dispose of trash and recycling findings, and thoroughly wash my hands after plogging.

I agree to abide by any decision of an ERICD and/or partners representative relative to any aspect of my participation in this virtual event, including the right of any representative to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the virtual race scheduled for April 1st through 30th 2021, including the terms in this waiver and the timeline of the virtual event, and I agree to abide by them. I assume all risks to me associated with plogging on my own as part of this virtual activity, including but not limited to: falls; contact with other pedestrians; the effects of the weather, including high heat and/or humidity; traffic; and the conditions of the road or trail, all such risks being known or unknown and appreciated by me when out plogging on my own without any type of support from ERICD and/or partner representatives.

Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release the Plog with the Eastern Rhode Island Conservation District event, ERICD and/or partners, its members, the counties of Bristol, Newport, and Providence, Rhode Island, all event sponsors, and their representatives and successors from all claims or liabilities of any kind arising out of my participation in this virtual event, and waive my ability to bring any legal action against the entities outlined in this waiver as I am voluntarily electing to plog on my own as part of this virtual event. This waiver will be governed by Rhode Island law.

I grant permission to all of the foregoing to use my photographs, which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, or any other record of this event for any legitimate purpose.

I understand that this event does not provide refunds for any reason, including cancellation of the event by any party, and by signing this waiver, I consent that I am not entitled to a refund if the event is canceled by force majeure before or during the event.

By checking, I acknowledge that I (or a parent or adult guardian for all children under 18 years) have read, understood, and agreed to the terms of the above release and waiver, including the no refund policy.