

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
WADEABLE ASSESSMENTS BY VOLUNTEER EVALUATORS PROGRAM**

RELEASE OF ALL CLAIMS

The person signing below, hereinafter referred to as “Citizen Monitor”, hereby understands and acknowledges that:

1. Citizen Monitor has agreed to sample a body of water located in the State of New York, as designated by the New York State Department of Environmental Conservation (hereinafter “Department”), pursuant to the Department’s External Data Project (hereinafter “Project”).
2. Citizen Monitor is not an employee or agent of either the State of New York or the Department while performing these activities.
3. Citizen Monitor is responsible for providing transportation to and from the sampling location(s), and is responsible for providing boats, motors, trailers and associated equipment necessary to perform this sampling.
4. Citizen Monitor understands and assumes that during the course of sampling he/she may encounter hazards from the presence of other individuals using the body of water (boaters, water skiers, fishers, swimmers, etc.), from the presence of chemical solutions or other hazardous substances, or from natural occurrences.
5. Citizen Monitor understands that any individuals who may accompany him/her while sampling, or while traveling to and from the sampling locations(s), have no connection with the State of New York, the Department or the Program unless such persons are Department employees acting within the scope of his/her official duties.
6. Citizen Monitor acknowledges that trespassing on private property is strictly prohibited, and shall not so trespass.
7. Citizen Monitor agrees to defend and indemnify the State of New York in the event that a third party sues the State for injuries caused by the Citizen Monitor.

WAIVER

I, the below named Citizen Monitor, being of sound mind and body, acting of my own free will, having read and understanding fully this document, and in consideration of being accepted as a Citizen Monitor and other good and valuable consideration, do hereby waive any and all claims against the State of New York, the Department, or any agent or employee of the State or the Department acting lawfully and within the scope of his/her official duties arising during the course of my participation in the Project. This includes, but is not limited to, (1) claims by Citizen Monitor, his estate, executor, administrator, heirs, and assigns for wrongful death, personal injury or property damage arising during the course of sampling, or while traveling to and from the sampling location(s) and (2) claims for fines and other civil or criminal penalties or damages imposed upon Citizen Monitor by a court of law arising in any way from Citizen Monitor's participation in the Project.

Citizen Monitor Signature

Date

Printed Name (So I can READ it 😊)