

PARTICIPANT AND VOLUNTEER CONSENT AND RELEASE

This document sets forth the responsibilities and understandings of the individual agreeing to participate or volunteer in programs and/or activities (the "Participant") partially or wholly coordinated by Western Reserve Land Conservancy ("WRLC").

The Participant and WRLC agree as follows:

1. The Participant's involvement in the activity is of the Participant's own free will, without promise, expectation, or receipt of remuneration. The Participant is not an employee or agent of WRLC for any purpose, and the Participant's actions are neither controlled nor mandated by WRLC.
2. If the Participant is under the age of 18, the Participant may only engage in activities with the express written consent of the Participant's parent or guardian.
3. The Participant agrees, on behalf of the Participant, and his or her heirs, assigns, executors, and administrators, to release, discharge or hold harmless WRLC and its officers, directors, trustees, successors, assigns, affiliates, partners, licensees, sponsors, donors, employees, agents, guests and volunteers (the "WRLC Parties") from all claims, demands, causes of action, and suits for injuries sustained to my person and/or property as a result of my involvement in the activities, whether or not resulting from the negligence of the WRLC Parties.
4. The Participant understands and agrees that, as part of the activities, s/he will be entering properties that WRLC neither owns nor controls and that it is possible that s/he may be injured or otherwise harmed during the activities due to accidents, acts of nature, or the negligent or intentional acts of the Participant, WRLC employees and/or volunteers or others; that while WRLC has taken some steps to reduce the chance of injuries or harm to the Participant, WRLC has no control over most risks, and, thus, cannot and does not guarantee or assume responsibility for the safety of the Participant or his or her property while s/he is engaged in the activity. The Participant will and must take full responsibility for him or herself and assume the risk of harm or damage while engaging in any activity with WRLC. The Participant will and must also take all necessary and reasonable precautions and act in a manner that will help protect the Participant and his or her property.
5. The Participant hereby confirms, represents, and warrants that s/he has never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape or any sexual offense, nor has s/he ever been ordered by a court to receive psychiatric or psychological treatment in connection with the crimes previously listed.
6. The Participant agrees and understands that injuries and losses to others, such as other Participants or WRLC employees, may occur as a result of the Participant's negligent or intentional acts during his or her participation, and that to avoid such harm, s/he must exercise care and act responsibly.
7. If any injury or loss to another does occur due to the Participant's negligence or intentional actions in the scope of his or her activities, s/he must accept the liability for and/or repair, or make restitution for, the harm done.

8. WRLC is not providing the Participant with insurance coverage for any injuries, conditions, or losses to him or her arising out of the activities. All costs for injury or loss are the Participant's responsibility.
9. Since the Participant is not a WRLC employee, WRLC does not provide workers' compensation coverage for injuries or illnesses to him or her arising out of the activities.
10. The Participant irrevocably grants to WRLC, its agents, employees, licenses, subsidiary entities, successors in interest, and conservation partners (collectively, the "Released Party") all ownership rights and the absolute and irrevocable right and permission to copyright, use and publish the photograph likeness of the Participant (the "Likeness") that has been (or is being) obtained pursuant to this Consent and Release.
11. The Likeness may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication. The Participant represents and warrants that (i) no other party has been granted an exclusive license with respect to the Likeness, and (ii) no other party's authorization or consent is required with respect to the permission granted to the Released Party under this Consent and Release. The Participant waives any right that the Participant may have to inspect or approve the Released Party's use of the Likeness, or the advertising copy or printed matter that may be used in connection with the use and/or publication of the Likeness. The undersigned releases the Released Party (and all persons acting under its permission or authority) from all claims for libel, slander, invasion of privacy, infringement of copyright or right of publicity, or any other claim related to the Likeness (collectively, "**Claims**"). This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Likeness.

By signing below, the Participant confirms and attests that his or her attendance and involvement in activities sponsored or coordinated by WRLC is voluntary, that s/he is participating at his/her own risk, that s/he has read and understands the foregoing terms and conditions of this Consent and Release and enters into it voluntarily.

Participant Signature

Print Name

Participant Parent Signature (if under 18)

Printed Name

Date