

NATURE CAMP FOUNDATION

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Agreement is executed on this ____ day of _____, 20__, by _____ (“Undersigned”) in favor of Nature Camp Foundation, Inc. a nonprofit corporation organized and existing under the laws of the Commonwealth of Virginia; Nature Camp, Inc.; and their respective directors, officers, employees, agents, shareholders, affiliates, successors and assigns (collectively, “Nature Camp”).

The Undersigned (or the minor identified below, “Minor”) desires to participate in a recreation or volunteer activity or event at or with Nature Camp and understands the nature of such activities. In consideration for opportunities to participate at or in Nature Camp activities or events by the Undersigned or by the Minor, on behalf of whom the Undersigned is signing, the Undersigned hereby knowingly and voluntarily, without duress, executes this Agreement and expressly agrees to the following terms:

1. The Undersigned personally acknowledges there may be serious risks inherent in or associated with spending time or participating in activities or events at/with Nature Camp including but not limited to risks that may cause, contribute to, or result in personal injury, death, or property damage. These risks are inherent in, arise from, or are associated with all activities the Undersigned (and/or Minor) may participate in at or with Nature Camp, including but not limited to, construction activities; loading and unloading of heavy equipment and materials; transportation to and from work sites; negligent actions or omissions of other volunteers, participants, or Nature Camp agents; any recreational activities including but not limited to sports, hiking and swimming; and engaging in any or all of the foregoing in the outdoor environment.
2. The Undersigned acknowledges he/she (and/or the Minor) has access to Nature Camp’s land, equipment, and supplies before and/or during the activity/event, and has been permitted and encouraged to inspect same to make certain each is safe and suitable for the Undersigned’s (and/or Minor’s) use. The Undersigned understands and agrees Nature Camp is not responsible for, does not warrant safety or functionality, and makes no representation as to the condition of Nature Camp property, equipment, buildings, or supplies.
3. The Undersigned expressly and specifically **ASSUMES** (on his/her own behalf and on behalf of the Minor) all risks and dangers arising from, related to, or in connection with activities or events (1) sponsored, provided, or made available by Nature Camp; or (2) permitted to occur using land, equipment, buildings, or supplies owned or provided by Nature Camp; including but not limited to those listed above, as well as those associated with all other activities the Undersigned (and/or Minor) engages in on property of Nature Camp or using or involving equipment, buildings, or supplies owned or provided by Nature Camp.
4. The Undersigned **RELEASES** and **WAIVES** all rights he/she (or the Minor) may have or hereafter acquire against Nature Camp (as inclusively defined above), jointly and severally, arising from participation in the activities or events described herein and all other activities engaged in on property of Nature Camp or using or involving equipment, buildings, or supplies of Nature Camp. The Undersigned **WAIVES LIABILITY OF, RELEASES** and **COVENANTS NOT TO SUE** Nature Camp (as inclusively defined above), jointly and severally, for all liability, causes of action, claims, losses, demands, expenses including attorneys’ fees, costs, or suits of any kind or nature whatsoever, both known and unknown, arising out of or related to or otherwise associated with the activities or events described herein, the Undersigned’s (and/or Minor’s) participation therein, or any other activity in which the Undersigned (and/or Minor) engages on property of Nature Camp or using equipment, buildings, or supplies owned or provided by Nature Camp, including but not limited to those based on negligence, those arising from a risk identified above, or claiming any damage, loss or injury to person, or real or personal property, including death.
5. The Undersigned agrees to **INDEMNIFY** and **HOLD HARMLESS** Nature Camp (as inclusively defined above), jointly and severally, against any claim arising out of or related to or otherwise associated with the activities or events described herein, the Undersigned’s (and/or Minor’s) participation therein, or any other activity in which the Undersigned (and/or Minor) engages on property of Nature Camp or using equipment, buildings, or supplies owned or provided by Nature Camp, including any and all claims by any person, including but not limited to those based on the Undersigned’s (and/or Minor’s) negligence; caused by, arising out of, or connected in any way with the Undersigned’s (and/or Minor’s) presence or activities

on or involving property, equipment, buildings, or supplies owned or provided by Nature Camp; and any expenses connected with any such claim, including reasonable attorneys' fees.

6. The Undersigned hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of apparent injury or sickness that occurs during the course of activities or events described herein or the Undersigned's (and/or Minor's) presence on property of Nature Camp, provided however that the Undersigned acknowledges that this does not obligate Nature Camp to take action or otherwise be responsible in any way for the Undersigned's (and/or Minor's) health or medical care or expenses.
7. The Undersigned grants and conveys unto Nature Camp all right, title, and interest in any and all photographic images and video or audio recordings made by Nature Camp during activities or events at Nature Camp, or the Undersigned's (and/or Minor's) presence at Nature Camp, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
8. The Undersigned understands (and has explained to any minor on behalf of whom the Undersigned is signing) that all behavior at Nature Camp must comply with all rules and regulations of the US Forest Service, and laws of the Commonwealth of Virginia and the United States of America.
9. This Agreement shall remain valid and in full force and effect from and after the date opposite the Undersigned's signature and until it is expressly revoked by the Undersigned by written notice personally delivered to Nature Camp.
10. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. If any provision of this Agreement shall be held to be invalid or unenforceable, that determination shall not affect any other provision of this Agreement, which shall be construed as if the invalid or unenforceable provision had never been contained herein.
11. This Agreement shall be binding upon the heirs, personal representatives, successors, or assigns of the Undersigned.
12. If this Agreement is signed on behalf of Minor, the Undersigned hereby warrants and represents that he/she is in fact the parent or legal guardian of the named minor, with full rights of custody and control and authority to sign this Agreement on the minor's behalf; that this Agreement is given on behalf of and is intended to be binding upon said minor, his heirs, personal representatives, successors, and assigns; that the Undersigned further agrees that this Agreement shall also be fully binding on and enforceable against the Undersigned as if it were entered into solely on the Undersigned's behalf; and that in addition to the foregoing, the Undersigned expressly agrees to indemnify and hold harmless Nature Camp from any and all claims, including those for personal injury, property damage or death, that might be asserted against Nature Camp by the named minor or any persons claiming parentage, legal guardianship, or estate/wrongful death rights of said minor.

I HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I HAVE CONSULTED WITH AND RELIED UPON MY OWN ADVISORS, NOT NATURE CAMP, REGARDING ANY QUESTIONS I MAY HAVE ABOUT ITS CONTENT, SIGNIFICANCE, AND LEGAL IMPACT. I EXECUTE THE AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE AND APPRECIATION OF ITS CONTENT, SIGNIFICANCE, AND LEGAL EFFECT, INCLUDING THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT.

Printed Name

Date

Signature

Printed Name of Minor, if signing for minor's participation

Minor's signature