



Participant Waiver, Release of Liability and Consent

This waiver must be used at all tree-planting events. All participants **MUST** sign this waiver to participate in any sort of tree planting activity held in partnership with the Cool Green Trees Program and Cawaco RC&D.

The individual named below ("Participant") desires to participate in programs and/or activities partially or wholly coordinated by Cool Green Trees and Cawaco RC&D and its partners. As lawful consideration for being permitted by Cawaco RC&D to participate in the Activity, the Participant agrees to all the terms and conditions of this Waiver as set forth herein.

1. THE PARTICIPANT UNDERSTANDS AND AGREES THAT IN ORDER TO PARTICIPATE IN THE ACTIVITY, PARTICIPANT WILL ENTER PROPERTIES THAT CAWACO RC&D MAY NEITHER OWN NOR CONTROL AND THAT IT IS POSSIBLE THAT PARTICIPANT MAY BE INJURED OR OTHERWISE HARMED DURING THE ACTIVITY DUE TO ACCIDENTS, ACTS OF NATURE, OR THE NEGLIGENT OR INTENTIONAL ACTS OF PARTICIPANT, CAWACO RC&D, OTHER SPONSOR AND/OR OTHER PARTICIPANTS. PARTICIPANT ACKNOWLEDGES THAT THEY ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF COOL GREEN TREES, CAWACO RC&D, PARTNERS OR OTHERWISE.

2. Participant hereby expressly waives and releases any and all claims and causes of action, of whatever type he or she may have, whether these claims arise in law or equity, now known or hereafter known, in any jurisdiction throughout the world (collectively, "Claims"), against Cool Green Trees, Cawaco RC&D, and their respective officers, directors, trustees, donors, employees, agents, affiliates, volunteers, successors, and assigns (collectively, "Releasees"), on account of personal injury, accident, illness (including death) and/or property loss, however caused, arising out of or attributable to Participant's participation in the Activity, whether or not caused in whole or in part by the negligent acts or omissions of one or more of the Releasees. Participant covenants and agrees not to make or bring any such Claim against the Releasees, and forever releases and discharges the Releasees from all liability under such Claims. Participant further agrees that if, despite this Agreement, Participant or anyone on Participant's behalf, makes a Claim against any of the Releasees, Participant will indemnify, defend and hold harmless each of the Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Waiver, and the cost of pursuing any insurance providers), incurred by or awarded against the Releasees, arising out or resulting from such Claims.

3. Participant irrevocably grants Cool Green Trees, Cawaco RC&D and each member organization of Cawaco RC&D, as well as their respective agents, employees, licensees, subsidiaries, successors in interest, and conservation partners (the "Likeness Parties"), the absolute and irrevocable right and permission to copyright, use, reproduce, publish and display, in any form now known or later developed, Participant's image or visual likeness (the "Likeness") that may be obtained pursuant to Participant's participation in the Activity. 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 and Participant waives all rights to

inspect or approve such Likeness. Participant hereby releases the Likeness Parties (and all persons acting under their permission or authority) from any and all Claims arising out of the use, reproduction, adaptation, distribution, publication and display of the Likeness by the Likeness Parties. 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.

4. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver shall be binding upon and enforceable against the Participant, as well as the Participant's spouse, children, heirs and next of kin, personal representatives, executors, administrators, successors, and assigns.

BY SIGNING BELOW THE PARTICIPANT CONFIRMS AND ATTESTS, THE PARTICIPANT HAS READ THIS WAIVER AND FULLY UNDERSTANDS ITS CONTENTS. THE PARTICIPANT IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND THAT THE PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT. THAT PARTICIPANT SIGNS THIS WAIVER OF HIS OR HER OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE.

Participant Signature

Date

Printed Name

Name of Emergency Contact (PRINT)

Emergency Contact's Phone Number (optional)

If the Participant is a minor, the undersigned parent or legal guardian of the Participant confirms and attests that he or she has the legal right to and, by signing below, the undersigned does hereby consent to the terms and conditions of this Waiver.

(PRINT) Participant's Parent / Legal Guardian if a minor Signature

(PRINT) Participant's Name

(PRINT) Date



Cool Green Trees is a program of Cawaco Resource Conservation & Development Council, Inc. a 501(c)(3) nonprofit organization whose vision is to create vibrant communities that achieve a balance between economic, human, and natural resource needs.