

CAPITOL LAND TRUST EVENT/VOLUNTEER ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY

| Personal information | (please fill out form completely) |
|------------------------|-----------------------------------|
| Print Name | Address |
| Phone | Email |
| Emergency Contact Name | Emergency Contact Phone |

ALL VOLUNTEERS MUST READ AND SIGN. PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY.

I accept and understand that there are inherent and other risks involved in performing physical activities of any nature. I certify that I am physically fit for events and volunteer opportunities which will include but not be limited to all activities from January 1 to December 31, 2021 (the “Activity”) and have not been advised by a physician to refrain from engaging in the Activity. I confirm that I have the requisite skill set to competently and safely perform the Activity. If at any time I feel that the Activity is beyond my skill set, I agree to immediately cease performing the Activity and notify Capitol Land Trust through its board of directors, officers, managers, agents, employees or volunteer project manager, of such. I accept and acknowledge the risks involved in performing the Activity and I knowingly and freely assume those risks.

In consideration of the opportunities to participate in the Activity and/or serve as a volunteer for Capitol Land Trust, I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim and/or sue on my behalf or on behalf of my heirs and assigns, and I expressly acknowledge that it is my intent to take these actions:

(A) I WAIVE, RELEASE, AND DISCHARGE THE FOLLOWING PERSONS OR ENTITIES: CAPITOL LAND TRUST, ITS BOARD OF DIRECTORS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND ASSIGNS (the “CLT”) from any and all claims, allegations, losses, or liabilities for death, personal injury, partial or permanent disability, illness, lost wages, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to my participation in or traveling to or from the Activity, regardless if such damages or injury is due in whole or in part to the negligence of the CLT;

(B) I WAIVE MY RIGHTS TO BRING AN ACTION AGAINST the CLT, and/or any of the persons or entities mentioned above in paragraph (A), for any of the claims, losses, or liabilities that I have waived, released, or mentioned above in paragraph (A);

(C) I AGREE TO INDEMNIFY AND HOLD HARMLESS the CLT, and/or any of the persons or entities mentioned above in paragraph (A) from any of the claims made or liabilities assessed against them as a result of my negligent actions or inactions;

(D) I GIVE PERMISSION FOR THE CLT AND/OR PERSONS ACTING ON ITS BEHALF TO TAKE PHOTOGRAPHS AND VIDEO OF MYSELF and allow the CLT to use these images as it sees fit. I release all publication rights of said photographs and video; and,

(E) I HEREBY GIVE PERMISSION TO THE CLT AND/OR ANY PERSONS ACTING ON ITS BEHALF TO AUTHORIZE MEDICAL TREATMENT for myself in the event of a medical emergency.

I HEREBY CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS.

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|-----------|-------|
| Signature | Date: |
|-----------|-------|

**CAPITOL LAND TRUST EVENT/VOLUNTEER ACKNOWLEDGMENT,
WAIVER AND RELEASE FROM LIABILITY
MINOR CONSENT**

| Personal information | (please fill out form completely) |
|----------------------|-----------------------------------|
| Print Name | Address |
| Phone | Email |

For persons under 18 years of age, a parent or legal guardian must sign the attached Capitol Land Trust Event/Volunteer Acknowledgment, Waiver and Release from Liability (“WRL”) and complete the following section.

I, the undersigned _____ (parent/guardian) the parent and natural or legal guardian of _____ (minor’s name) (the “Minor”), hereby acknowledge that I have executed the attached WRL for and on behalf of the Minor. I further represent that I have the legal capacity and authority to act for and on behalf of the Minor. As the natural or legal guardian of the Minor, I hereby:

- (A) Consent to the participation of the Minor in the Activity;
- (B) Affirm the warranties and representations set forth in the WRL as to the Minor; and agree to bind myself, the Minor and our executors, administrators, heirs, next of kin, successors, and assigns to the terms of the WRL; and,
- (C) Agree to release and (i) defend or (ii) indemnify and hold harmless the persons or entities mentioned in the WRL from (a) any and all claims, losses, or liabilities for personal injury, partial or permanent disability, illness, property damage, medical or hospital bills, theft, or damage of any kind, including economic losses, which may in the future arise out of or relate to the Minor’s participation in or traveling to and from the Activity and (b) any claims made or liabilities assessed against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the Minor in the execution of the WRL or in the execution of this Minor Volunteer Consent. Whether I defend or indemnify and hold harmless such persons shall be determined in the sole discretion of the party entitled to such.

I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility (“Medical Provider”) to treat the Minor for the purpose of attempting to treat or relieve any injuries received by the Minor arising out of or relating to the Activity. I authorize the Medical Provider to perform all procedures seemed medically advisable in attempting to treat or relieve any such injuries and any related conditions of the Minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I accept any such risk for and on behalf of myself and the Minor. I acknowledge no warranty is being made as to the results of any medical treatment.

NOTE: Parent/Guardian must also sign Waiver and Release from Liability.

| | |
|------------------------------|-----------------------|
| Print Parent/Guardian Name | Date |
| Signature of Parent/Guardian | Relationship to Minor |