



Tuolumne River Trust

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I understand that there are risks and dangers inherent in participating and/or receiving instruction in the **Rim Fire Volunteer Tree Planting Project** (hereinafter referred to as "activity"). I also understand that in order to be allowed to participate and/or receive instruction in this sport or activity, I must give up my rights to hold the **Tuolumne River Preservation Trust (TRT)** liable for any injury or damage which I may suffer while participating and/or receiving instruction in this sport or activity. Knowing this and in consideration of being permitted to participate and/or receive instruction in this sport or activity, I hereby voluntarily release the Tuolumne River Preservation Trust from any and all liability resulting from or arising out of my participation and/or receipt of instruction in the activity.

I understand and agree that I am releasing not only the entity set forth in the paragraph above, but also the officers, agents, employees, and volunteers of those entities.

I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation and/or receipt of instruction in the activity. ***This Release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Tuolumne River Preservation Trust, its officers, agents, employees or volunteers.***

I understand and agree that this Agreement applies to personal injury, property damage, or wrongful death, which I may suffer, even if caused by the negligent acts or omissions of others.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating and/or receiving instruction in this sport or activity.

I understand and agree that this Agreement will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any *guardian ad litem* for said children.

I understand and agree that by signing this Agreement, I am agreeing to release, indemnify and hold the Tuolumne River Preservation Trust and their officers, agents and employees harmless from any and all liability or costs, including attorney's fees, associated with or arising from my participation and/or receipt of instruction in the activity.

I understand and agree that if I am signing this Agreement on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf.

I acknowledge that I have read this Agreement and that I understand the words and language in it. I have been advised of the potential dangers incidental to participating and/or receiving instruction in said sport or activity.

WARNING! THERE ARE OBVIOUS KNOWN DANGERS INHERENT IN THE RIM FIRE VOLUNTEER TREE PLANTING PROJECT AND IN TRANSPORTING TO AND FROM THE ACTIVITY. FOR EXAMPLE: PROPERTY DAMAGE; RISK OF SEVERE BODILY INJURY; AND, IN SOME CASES, DEATH.

STATEMENT OF GOOD HEALTH

Participant, or their parent or guardian represents that s/he is in good physical condition to engage in rigorous physical activity. If said physical condition changes, participant will voluntarily notify Tuolumne River Preservation Trust staff. Each participant is hereby advised to consult a physician prior to enrolling in a strenuous physical activity.

STATEMENT OF MEDIA RELEASE

I understand that during the program/activity with the TRT that my image or images of my child(ren) could be taken by employees, sponsors, organizers, agents, officers, and/or volunteers of TRT. I agree that my images or images of my child, including video, photos, or any other reproduction of my image or my child's image can be utilized by TRT for any of their purposes that may be appropriate by employees, sponsors, organizers, agents, officers, and/or volunteers of TRT.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THE RIM FIRE VOLUNTEER TREE PLANTING PROJECT, AND I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Print Name: _____ Age: _____

Sign Name: _____ Date: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Workplace: _____ Job Title: _____

(By providing your company's name, you help TRT be eligible for program funding opportunities. Thank you!)

Is this the first time you've volunteered/participated in an activity with TRT? ☐ YES ☐ NO

HEALTH INFORMATION:

Health Concerns (if none, state "none"): _____

Current Medications (if none, state "none"): _____

Allergies (if none, state "none"): _____

Emergency Contact Name and Phone: _____

PARENT/GUARDIAN RELEASE

I am the parent or legal guardian of the minor, _____, and I am signing this document on behalf of said minor.

Dated: _____, 2017

Print Name of Parent: _____

Parent Signature: _____