

Southeast Tennessee Resource Conservation & Development (RC&D) Council

MEDICAL RELEASE, PHOTO RELEASE, & LIABILITY WAIVER FORM

In return for being permitted to participate in the event and activities hosted by the Southeast TN RC&D Council (referred to herein as the "event"), I, on behalf of myself and on behalf of my minor child(ren) or a person under other legal disability for whom I am signing as representative, agree to the following terms:

Voluntary - My participation in the event is voluntary. I will select the activities in which I will participate. I will choose activities that are within my physical capacities. I will stay away from the water if I cannot swim, am not wearing a Personal Floatation Device (Life Jacket) and/or if I have any open cuts.

Assumption of Risk - I realize that during this event, there are several ways that I could potentially hurt myself if I am not careful or choose a task that I am not capable of doing. For example, I might choose to (a) clean up slippery stream and river banks, (b) canoe in or wade in streams or rivers that may contain strong currents or uneven bottoms, (c) clean up near highways or roads, (d) cut vegetation with sharp tools, (e) pick up sharp items, and (f) clean up in or near a stream or river that may contain harmful pollutants, bacteria, or parasites. I realize that my participation in any of these activities is strictly voluntary and that I assume the risks associated with these activities. I could: (a) receive cuts and abrasions, (b) lose personal property such as watches or jewelry, and (c) suffer serious bodily injury which could result in disability or death.

Waiver - I release Southeast Tennessee Resource Conservation and Development Council (RC&D), sponsors, organizers, volunteers, and site property owners, as well as any of their respective officers, directors, employees, agents, trustees, volunteers, affiliates, members, successors and assigns (collectively, the "**Releasees**") from all actions or claims of any kind that relate to my participation in the event, whether arising out of the negligence of any Releasees or otherwise. I agree not to make or bring any claim for any such injury against any Releasee, and forever release and discharge all Releasees from any obligation or liability for such claims. I understand and acknowledge that this waiver binds my heirs, administrators, executors, personal representatives, and assigns.

Hold Harmless - I agree to agree to indemnify, save and hold harmless and defend the Releasees from and against all actions or claims (including attorneys' fees, judgments and costs) with respect to any injuries, death, or other damages or losses, resulting from my participation in the event.

Medical Treatment - If I am injured during the event, Southeast Tennessee RC&D, organizers or volunteers of the event may render medical services to me or request that others provide such services. By taking such action, Southeast Tennessee RC&D organizers and volunteers are not admitting any liability to provide or to continue to provide any such services and that such action is not a waiver by Southeast Tennessee RC&D organizers or volunteers of any rights under this release and waiver. Should I require transport to a medical facility as a result of an injury, I am financially responsible for such transportation and medical treatment costs. If I am injured during the event, it is my responsibility to seek appropriate medical care and to notify the event organizers. I understand that this waiver will have no bearing on any workers compensation claims that I may make as a result of my participation in this event.

Pictures - I agree that any pictures or videos taken of me or my children/dependents during the event can be used by Southeast Tennessee RC&D and its programs and partners for future promotional campaigns.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS WAIVER AND RELEASE FORM AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES AND TO MAKE CLAIMS AGAINST THE RELEASEES. ANY QUESTIONS I MAY HAVE HAD ABOUT THIS DOCUMENT WERE ANSWERED TO MY SATISFACTION.