

## **EDUCATIONAL WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK & PHOTO RELEASE**

I hereby affirm and agree to the following:

1. I am participating in an educational event for Saratoga PLAN, a not-for-profit land trust operating within the Saratoga region and the southern Adirondack foothills;
2. I will stay on designated trails, and will stay within my physical limits for this walk;
3. I specifically acknowledge that I am engaging in this activity as a visitor and not as a Saratoga PLAN employee, agent, official, officer, or representative, and further acknowledge that I am not entitled to any compensation, benefit, or insurance coverage from Saratoga PLAN, or any other event promoter, sponsor, or organizer, nor will I make any such claim.

I understand and agree that neither Saratoga PLAN nor any of its employees, officers, agents, or assigns (collectively referred to as the "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, assigns that may occur as a result of my participation in this volunteer work.

I understand that participating in events may include but is not limited to: walking along uneven terrain on marked trails.

I understand this event may include certain inherent risks, including but not limited to, the risks of possible contact with wild animals, poisonous plants, or from over-exertion or environmental conditions, including but not limited to flooding, rockslides, sun exposure, cold temperatures, or dangerous terrain. Despite the aforementioned risks, as well as any additional associated risks, I still choose to participate in this activity. No known physical or health limitation prevents me from safely participating in this type of event.

In consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with attending this event, of any harm, injury, or damage that may befall me as a participant.

### *Photo and Liability Release*

I hereby grant and authorize Saratoga PLAN the absolute and irrevocable right and permission, take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures or video taken of me or my property to be used in and/or for any lawful promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to

journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or later discovered. This authorization shall continue indefinitely unless I otherwise revoke this authorization in writing. I waive the right to inspect or approve any finished product in which my likeness appears, including written or electronic copy. I agree to this release without being compensated.

I waive any right to royalties or other compensation arising or related to the use of the photograph. I understand and agree that these materials shall become the property of Saratoga PLAN and will not be returned.

I also hereby release and forever discharge Saratoga PLAN, its members and its officers, agents and employees of any kind from all claims, liability, petitions, and causes of action of whatever kind or nature arising from and by reason of any and all known and unknown, foreseen and unforeseen injuries, damages and including without limitation any and all claims for libel, invasion of privacy or rights or publicity which I, my heirs, representatives, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate.

I understand that the acceptance of this release and waiver of liability by Saratoga PLAN shall not constitute a waiver, in whole or in part of sovereign immunity by said Board, its members, officers, agents, and employees of any kind. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Saratoga PLAN.

I am over the age of eighteen and legally competent to sign this liability release or I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not just a recital, this instrument is legally binding, and I have signed this document as my own free act.

I hereby release and hold harmless the released parties from any and all claim or lawsuit for personal injury, lawsuit, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of participating in any and all associated volunteer work, including both claims arising during the activity and after I complete the activity, and including claims based on negligence of other participants or the released parties, whether passive or active.

I have fully informed myself on the contents of this photo release and liability and assumption of risk.