

## NATURE CAMP

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This Waiver of Liability (the "Waiver") is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of Nature Camp Foundation, Inc. a nonprofit corporation organized and existing under the laws of the Commonwealth of Virginia, Nature Camp, Inc., and both of their respective directors, officers, employees, agents, shareholders, affiliates, successors and assigns (collectively, "Nature Camp").

The Volunteer desires to work as a volunteer for Nature Camp and engage in the activities related to being a volunteer for a work project. I understand the nature of such volunteer work and activities. In consideration for participating as a volunteer at a Nature Camp worksite, I hereby freely and voluntarily, without duress, execute this Agreement under the following terms:

**1. Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless Nature Camp and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with Nature Camp.

I understand and acknowledge that this Waiver and Release discharges Nature Camp from any liability or claim that I, the Volunteer, may have against Nature Camp with respect to bodily injury, personal injury, illness, death, or property damage that may result from my activities and time spent at a Nature Camp site. I also understand that Nature Camp does not assume any responsibility for or obligation to provide financial assistance or other assistance to me, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

**2. Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of Nature Camp beyond what may be offered voluntarily and freely by a representative of Nature Camp, in its sole discretion, in the event of such injury or medical expense.

**3. Medical Treatment.** I hereby release and forever discharge Nature Camp from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me in connection with an emergency during my time with Nature Camp.

**4. Assumption of the Risk and Indemnification.** I understand that my time with Nature Camp may include activities that may be hazardous to me, including, but not limited to, construction activities, loading and unloading of heavy equipment and materials, and local transportation to and from the work sites. I hereby expressly and specifically assume the risk of injury or harm in these activities and release Nature Camp from all liability for injury, illness, death, or property damage resulting from my activities and my time at the Nature Camp site. If I, or anyone on my behalf makes a claim against the Nature Camp Foundation, Inc. or Nature Camp, Inc. related to my volunteer activities and time at Nature Camp, I agree to indemnify, save and hold harmless Nature Camp Foundation, Inc. and Nature Camp Inc. from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

**5. Photographic Release.** I grant and convey unto Nature Camp all right, title, and interest in any and all photographic images and video or audio recordings made by Nature Camp during my time at Nature Camp, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Behavior.** I understand that my behavior at Nature Camp must comply with all rules and regulations of the US Forest Service, and laws of the Commonwealth of Virginia and the United States of America.

**7. Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia, and that this Waiver shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. I agree that in the event that any clause or provision of this Waiver shall be rendered invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING.**

***I have read this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.***

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Volunteer's Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip code

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\_\_\_\_\_  
Volunteer's Signature Date

\_\_\_\_\_  
Print Volunteer's Name Telephone Number

\_\_\_\_\_  
Street Address City State Zip code

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Volunteer's Signature Date

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