

NATURE CAMP

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 20__, by a minor volunteer _____ ("Minor") and his/her parent or legal guardian _____ ("Guardian") 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 and assigns (collectively, "Nature Camp").

The Minor desires to work as a volunteer for Nature Camp and engage in the activities related to being a volunteer on a work project at Nature Camp. In consideration for participating as a volunteer, both Minor and Guardian hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Guardian Status.** By my signature below, I attest that I am the parent or legal guardian of the Minor named in this Waiver and Release, and that I have the authority to execute this Waiver and Release on behalf of the Minor.

2. **Waiver and Release.** The Guardian and Minor each 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 the Minor's volunteer work and time at Nature Camp. The Guardian and Minor each understand and acknowledge that this Release discharges Nature Camp from any liability or claim that Guardian and Minor may have against Nature Camp with respect of bodily injury, personal injury, illness, death, or property damage that may result from activities at a Nature Camp worksite. It is also understood that Nature Camp does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Minor, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage

3. **Insurance.** The guardian and minor each understand that we expressly waive any such claim for compensation or liability on the part of Nature Camp beyond what may be offered voluntarily and freely by the representative of Nature Camp, in its sole discretion in the event of such injury or medical expense.

4. **Medical Treatment.** The Guardian and Minor each 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 in connection with an emergency during the Minor's time at Nature Camp.

5. **Assumption of Risk and Indemnification.** The Guardian and Minor each understand that the Minor's time with Nature Camp may include activities that may be hazardous to the Minor including, but not limited to, construction activities, loading and unloading of materials, and local transportation to and from work sites. We recognize and understand that the Minor's activities at Nature Camp may, in some situations, involve activities which can pose risk of harm or injury to the Minor. As the Guardian for the said Minor I, and the minor also hereby expressly 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 the Minor's activities or the Minor's time at Nature Camp. Guardian and Minor agree that if anyone makes a claim against Nature Camp Foundation, Inc. or Nature Camp, Inc., on behalf of Guardian or Minor, that Guardian and

Minor 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.

6. **Photographic Release.** As the guardian of said minor I , and the Minor each grant and convey unto Nature Camp all right, title, and interest in all photographic images and video or audio recordings made by Nature Camp during the minor's work with Nature Camp. *If I have previously withheld right, title, and interest in all photographic images and video or audio recordings made by Nature Camp of the subject minor, then that will override this permission. Nature Camp will honor that requirement while the rest of this document remains in force.*

7. **Behavior.** As the guardian of said minor I, and the Minor each understand that the Minor's 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.

8. **Other.** The Guardian and the Minor each expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia, and that this Release 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 Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no 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, Indemnity Agreement and Parental/Guardian Consent Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily. .

Name of Legal Guardian _____

Name of dependent/Minor _____

Signature of Legal Guardian _____

Signature of Minor _____

Address/Phone number of Legal
Guardian _____

Organization _____

Date _____

Emergency Contact Name _____

Phone number _____