



Waiver of NPCA Liability

I, _____ (“Participant”), acknowledge that I am voluntarily participating in the following recreational, educational or public service activities organized by National Parks Conservation Association at:

_____ Big Thicket National Preserve _____ [Identify location].

_____ 2019 Longleaf Pine Planting _____ [Description of activities]

I acknowledge that this activity carries with it risks of injury to body and property, including, but not limited to, risks caused by the nature of the activity, my carelessness or the carelessness of others, water conditions or terrain, facilities or equipment, temperature, weather conditions, my condition or the condition of others, vehicular traffic, and actions or omissions of other people including, but not limited to, National Parks Conservation Association staff or volunteers and/or suppliers or producers of the activity.

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE RISKS INVOLVED AND HEREBY AGREE TO ASSUME ALL OF THE RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

As consideration for being permitted to participate in these activities, and for myself, my executors, administrators, heirs, next of kin, guardians, successors, and assigns, I take these actions:

- (A) I FOREVER WAIVE, RELEASE, AND DISCHARGE National Parks Conservation Association and/or its directors, officers, employees, volunteers, representatives, agents, and activity providers or suppliers from any and all liability for claims, suits, demands, expenses and damages arising from my participation in these activities, including my traveling to and from this event, or otherwise arising from the negligent acts or omissions of any such persons in connection with these activities, including claims, suits, demands, expenses or damages for my death, disability, personal injury, property damage, property theft, or any other type of harm. This waiver and release does not waive or release intentional or wantonly reckless acts or omissions.
- (B) I PROMISE NOT TO SUE the entities or persons mentioned above for any liability, claim, suit, demand, expense or damage released hereby.
- (C) I INDEMNIFY AND HOLD HARMLESS each person or entity released hereby for any liability, claim, suit, demand, expense or damage arising from my acts or omissions in connection with these activities.

I agree that if any portion of this release and waiver is held invalid, the balance of it shall nevertheless continue in full legal force and effect.

Photo and Video Release

I hereby give permission to the National Parks Conservation Association (NPCA), its employees and agents and anyone else designated by NPCA to use (including without limitation to reproduce, distribute, display and perform) and to adapt video footage and photographs containing my image, voice, likeness, name and/or statements for any purpose, in any and all manner and media (including without limitation print, video, television, radio and electronic media) and in all forms throughout the world, whether now known or hereafter existing. I grant this right in perpetuity on a nonexclusive basis. I have not granted to anyone else rights inconsistent with the rights that I grant to NPCA in this Release.

I hereby release NPCA, its agents, officers, directors, employees and assigns from and against any and all demands, liabilities, claims, costs and expenses which I have or may have arising in connection with the use of my image, voice, likeness and/or name, including but not limited to claims for invasion of privacy, defamation, or any other cause of action.

The rights I am granting are granted for good and valuable consideration, receipt of which is hereby acknowledged.

This permission constitutes the entire understanding between NPCA and myself with respect to the subjects discussed in this Release, and may not be amended except by a writing signed by both NPCA and myself.

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I HAVE CAREFULLY READ THIS AGREEMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND NATIONAL PARKS CONSERVATION ASSOCIATION AND I SIGN IT OF MY OWN FREE WILL.

If signed by Parent or Guardian: I verify that the risks of the activities and the significance of this Release and Waiver were explained to the Parent or Guardian and that the Parent or Guardian understood them.

Executed at _____ on _____, 20__.

Participant's Signature

Print Participant's Name

Age

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign.)

Print Parent or Guardian's Name