



MARINE LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK ("Release")

Trip Description (the "Trip"): Friends of Dragon Run Inc, Summer 2024 Paddle Season

TNC Contact and Business Unit: Jennifer Dalke, Virginia

Date(s) of Participation: _____

Charter Company (if Any): N/A

Participant hereby agrees as follows:

As the named Participant hereunder on this Trip, I desire to and will be participating in this Trip, which may include one or more of the following activities ("Trip Activities"):

- kayaking or other boating activities, including boat or other travel to and from the Trip site (provided by TNC or Charter Company).

As part of my participation in the Trip Activities, I agree to provide this waiver and release and agree to follow all applicable rules, regulations and best boating and dive safety practices, and all instructions from all authorized personnel and where applicable, TNC's or Charter Company's lead diver. By participating in the Trip Activities, there is a risk of my becoming seriously ill or injured in an area remote from medical care and TNC and the Charter Company cannot guarantee availability of emergency medical services or emergency transportation to medical facilities.

A significant portion of the Trip Activities will take place in or near open ocean, marine and/or coastal areas, lake and river environments and/or other bodies of water, and during my participation in the Trip Activities and travel to and from Trip Activities, I may encounter certain dangers, including, but not limited to, strong currents, rough water conditions and/or other water hazards or obstructions; drowning; malfunctioning equipment; shark bites; injuries inflicted by marine and/or terrestrial animals, insects, or plants; natural and/or man-made objects in the ocean, including, but not limited to, corals, rocks, on-shore plant or other debris; risk of slips or falls; extreme climate or weather conditions or other forces of nature including, but not limited to, ocean currents, river currents, lightning, temperature changes, and ocean level changes.

TNC makes no representation or warranty, express or implied, regarding the conditions that may be encountered, the equipment provided and its fitness for use for its intended purpose, the availability of medical care, or any aspect of TNC's involvement in the Trip Activities. TNC is not responsible or liable in any way for my safety, for providing medical care, nor the adequacy or cost of services or equipment provided during the Trip Activities.

In consideration of being allowed to participate in the Trip Activities, I, acting on my own behalf and on behalf of my successors, heirs, representatives and assigns, hereby to the fullest extent of applicable law, assume all risks associated with all activities I participate in, including but not limited to any and all Trip Activities, and release, forever discharge and hold harmless The Nature Conservancy and its directors, officers, employees, contractors and agents (each, a "Released Party") from, and covenant not to sue any of the foregoing in connection with, any and all claims, causes of action, demands, damages, liabilities, losses, expenses or injuries (including death) ("Losses") arising from or in connection with, directly or indirectly, any and all Trip Activities.

The foregoing assumption of risk and release expressly includes all Losses that I may have, suffer or incur and that are caused by the active or passive negligence of any Released Party. However, as to a Released Party, the assumption of risk and release excludes Losses I may have, suffer or incur to the extent such Losses are caused by the intentional or willful misconduct of such Released Party. I AGREE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, I AM RELEASING AND DISCHARGING EACH RELEASED PARTY FOR THE CONSEQUENCES OF ITS NEGLIGENCE, EVEN IF SUCH NEGLIGENCE CAUSES ME PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.

I shall save, defend, indemnify, and hold harmless the Released Parties from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my participation in Trip Activities including both claims arising during the course of this activity or after its completion even if such claims may be groundless, false or fraudulent.

During my participation in the Trip Activities I may be filmed, photographed and/or recorded and I hereby grant to The Nature Conservancy, its successors and assigns, the irrevocable and perpetual right to record and use, as The Nature Conservancy may desire in its sole and absolute discretion, all recordings and reproductions or depictions of my name, likeness, voice, persona, words, actions, and/or biography, which The Nature Conservancy may make (the "Reproductions"), for any legitimate purposes, including for advertising, publicity, trade and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world. I hereby release, indemnify and hold harmless the Released Parties from any and all claims which may result at any time by reason of the use of the Reproductions, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release.

In the event that I am unable to consent to medical treatment, I hereby authorize any medical treatment when, in the opinion of the Charter Company and/or The Nature Conservancy personnel, there is an emergency situation which makes such treatment reasonable, prudent or necessary.

This Release will be interpreted and construed under the federal maritime law of the United States to the maximum extent legally permissible, and in all other respects it shall be interpreted and construed under the laws of the location of the TNC Business Unit identified on the first page of this Release (excluding such location's choice of law principles, if any).

I am at least 18 years old and legally competent to sign this liability release. If I am a minor (under 18 years old, I am required to have my parent or guardian sign below on my behalf.

I HAVE READ AND UNDERSTAND THIS DOCUMENT. I HAVE HAD A FAIR OPPORTUNITY TO ASK QUESTIONS ABOUT WHAT THIS DOCUMENT MEANS, AND ALL OF MY QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION. I KNOW THAT BY SIGNING THIS DOCUMENT, I AM MAKING A LEGALLY BINDING AGREEMENT AND I AM GIVING UP CERTAIN LEGAL RIGHTS IN CASE OF AN ACCIDENT, INJURY OR DEATH.

Participant Name (please print): _____

Participant Signature: _____ **Date:** _____

Primary Telephone Number: _____

Emergency Contact (print): _____ **Emergency Contact Phone Number:** _____

PARENT/GUARDIAN LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK
(for Participant under eighteen (18) years of age)

I certify that I am the parent or legal guardian of the above named Participant and that I have read the foregoing MARINE LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK and hereby execute this MARINE LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK on behalf of the above-named minor and on my own behalf. I hereby relinquish any claim that I might have against The Nature Conservancy its employees, directors and the predecessors, successors, assigns, affiliates, subsidiaries, both on my own behalf and in my capacity as legal representative of the minor.

Parent/Guardian Name (Please Print) Parent/Guardian Signature Date

Primary Telephone Contact

E-mail (optional)