



Program Participant and Volunteer Waiver

THIS RELEASE is made this _____ day of _____, 20_____, for the

benefit of Virginia Capital Trail Foundation (the "Foundation") by _____ ("Program Participant/Volunteer"), and if Program Participant/Volunteer is a minor, Program Participant/Volunteer's parent or guardian. In exchange for participating in Foundation activities today, and on all future days, and access to all property (including real property), facilities, and services of or associated with the Foundation, Program Participant/Volunteer, and his/her heirs, executors, administrators, trustees, assigns and legal representatives, hereby expressly agree to the following:

1. Program Participant/Volunteer is responsible for full and complete insurance coverage on his person, personal property, and himself or herself.
2. Program Participant/Volunteer, for myself, as well as my heirs, executors, administrators, trustees, and assigns, agrees to hold the Foundation and all of its officers, directors, managers, owners, shareholders, agent, attorneys, employees and all other representatives ("Releasees") completely harmless and not liable and releases all Releasees from any and all liability whatsoever, for, on account or, in connection with any claims, actions, causes of action, injuries, damages, costs or expenses, including but not limited to those based on death, bodily injury, property damage, incidental and consequential damages, and all such damages caused by negligence, arising out of Program Participant/Volunteer's use, presence, or participation in the Foundation's activities. PROGRAM PARTICIPANT/VOLUNTEER HEREBY AGREES AND COVENANTS NOT TO SUE OR PROSECUTE ANY CLAIMS RELEASED HEREIN.
3. PROGRAM PARTICIPANT/VOLUNTEER'S ACKNOWLEDGEMENT OF RISKS: Program Participant/Volunteer acknowledges that there is an inherent danger in trail activity, maintenance, and other physical and recreational use of agricultural, forestry, and undeveloped or underdeveloped real property, including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet ice, and snow; that motor vehicles, other program participant/volunteers or participants, equipment failure, and animals and wildlife all can pose a dangerous risk to Program Participant/Volunteer's safety; that Program Participant/Volunteer may suffer accidents or illnesses in remote places where there are not available medical facilities; and Program Participant/Volunteer acknowledges that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards of any activity; and that Program Participant/Volunteer assumes all risks, dangers, and hazards associated therewith.
4. PROGRAM PARTICIPANT/VOLUNTEER'S EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of outdoor activity in which Program Participant/Volunteer will engage, Program Participant/Volunteer confirms that Program Participant/Volunteer is physically and mentally

capable of participating in the activity and using any associated equipment. Program Participant/Volunteer participates willingly and voluntarily and Program Participant/Volunteer assumes full responsibility for personal injury, accidents and illness, including death. Program Participant/Volunteer assumes all responsibility for damage to or loss of personal property as the result of any accident that may occur.

5. PROGRAM PARTICIPANT/VOLUNTEER'S AUTHORIZATION: Program Participant/Volunteer hereby authorizes any medical treatment deemed necessary if any injury occurs while participating in any activity with the Foundation. Program Participant/Volunteer either has appropriate insurance, or in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Program Participant/Volunteer's behalf.
6. PHOTOGRAPH AND SOCIAL MEDIA RELEASE: Program Participant/Volunteer hereby irrevocably grants and authorizes the Foundation to use his/her photo and information related to experiences with the Foundation. Program Participant/Volunteer understands this information may be used in publications, including electronic publications, audiovisual presentations, promotional literature, advertising, community presentations, social media, print or other electronic media, and/or other similar ways. This consent is freely given as a public service to the Foundation without expectation of payment. Program Participant/Volunteer releases the Foundation and its respective officers, managers, owners, shareholders, agent, attorneys, employees and all other representatives from any and all liability which may arise from the use of such photographs, news media stories, promotional materials, social media postings, written articles, videotape and/or photographs.
7. This Release is non-assignable and non-transferrable, is made and entered into in the Commonwealth of Virginia and shall be enforced and interpreted under the laws of this state.
8. I, Program Participant/Volunteer, have read and understand this release and willingly execute it for the benefit of the Foundation understanding the Foundation will rely on it in allowing me to participate in the activities related thereto and, without which, I would not be permitted to participate.

Name Printed

Program Participant/Volunteer's Signature

Address & Telephone Number of Program Participant/Volunteer:

Program Participant/Volunteer's Date of Birth: _____

Program Participant/Volunteer's Parent or Guardian's Signature: _____
(if Program Participant/Volunteer is a minor)