WOLCOTT FOREST STEWARDSHIP COMMITTEE RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. It has important legal consequences.

This Waiver and Release of Liability Form ("Release") between the undersigned participant, THE TOWN OF WOLCOTT and the WOLCOTT FOREST STEWARDSHIP COMMITTEE ("WFSC") applies to any and all events sponsored, led, or organized by, or in any way involving WFSC including, but not limited to any volunteer work days, group rides, classes, festivals, clinics, races, seminars, and any other events, services or activities in any way connected with or related to WFSC (hereafter referred to as an "Event"). In consideration for allowing my participation in this Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. ASSUMPTION OF RISK: I, _____, (hereafter also referred to as the "Participant") acknowledge that this Event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and/or producers of the Event. These risks are not only inherent to participants, but are also present for volunteers. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. I understand that participating in the Event may subject me to various dangers inherent in that activity, and I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE EVENT.

2. COVID-19: I HEREBY FURTHER UNDERSTAND AND ASSUME ALL RISKS ASSOCIATED WITH MY POTENTIAL CONTRACTION OF COVID-19 WHILE PARTICIPATING IN ANY EVENT. I agree to review and comply with any and all COVID-19 protocols and procedures adopted by WFSC and its CHAPTERS to participate in any Event. I acknowledge and understand that these protocols are not a guarantee that I will not contract COVID-19 while participating in the Event, and that WFSC cannot guarantee that all other participants will follow WFSC's protocols.

3. COMPLIANCE WITH RULES: I agree to conduct myself in accordance with any applicable WFSC and the TOWN OF WOLCOTT's policies and procedures. I further agree to abide by all the rules and requirements of the Event. I acknowledge that WFSC has the right to terminate my participation in the Event if it is determined that my conduct or continued participation in the Event is detrimental to the best interests of WFSC, my conduct violates any rule of the WFSC, or the TOWN OF WOLCOTT, for any other reason in WFSC's sole discretion.

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4. RELIANCE: I acknowledge that this Release will be used and relied upon by the Event holders, sponsors, and organizers, including WFSC and the TOWN OF WOLCOTT, for the activity or Event in which I am participating, and that it will govern my actions and responsibilities at the Event.

5. RELEASE AND WAIVER OF LIABILITY: I WAIVE, RELEASE, AND DISCHARGE WFSC and the TOWN OF WOLCOTT, and/or its directors, officers, employees, volunteers, representatives, and agents, the activity or Event holders, sponsors, Event volunteers (the “Releasees”), from any and all liability, including but not limited to, any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising out from my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me as a result in my participation in the Event; REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE EVENT, OR ANY ADJUNCT TO THE ACTIVITIES, OCCURS OR IS BEING CONDUCTED. I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts. I understand and agree that WFSC and the TOWN OF WOLCOTT shall not in any way be responsible for other contingent losses arising from any injury I sustain, including but not limited to loss of wages and that I am responsible for the cost of all medical services I may require as a result of participating in the Event. {B2361599.2 16389-0000}

6. INDEMNITY: I AGREE TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND PROMISE NOT TO SUE Releasees from any and all actions, suits, liabilities, damages, injuries or claims arising out of the Event and/or my participation in this Event, whether caused by the negligence of the Releasees or otherwise.

7. RIGHT TO USE: I hereby authorize WFSC and the TOWN OF WOLCOTT to use, without compensation, my name, and images of me or my likeness, including, but not limited to films, videos, photographs and otherwise on any medium, including, but not limited to, Facebook, websites, blogs, brochures, newsletters, that were taken or prepared during the Event. I hereby release WFSC and the TOWN OF WOLCOTT and their representatives from any and all liability in connection with the use of my name, likeness, portrait, picture, photograph, voice, biographical materials, or statements as described in this paragraph.

8. MEDICAL TREATMENT: I have informed WFSC and the TOWN OF WOLCOTT of any medical or mental conditions that would affect my ability to safely participate in any Event. I consent to receive emergency medical treatment in the event of any injury or illness, including

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transportation to a medical facility, and I agree to be responsible for any and all costs related to such treatment.

9. CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Vermont.

10. SEVERABILITY: I also agree that the foregoing agreement is intended to be as broad as is permitted by the law of the State of Vermont, and that if any portion of this agreement is held invalid, void or unenforceable, I agree that the remainder shall nonetheless continue in full legal force and effect.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____ _____

Signature of Participant Date

I certify that I am a parent of Participant and/or have legal custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES, and I join with Participant in agreeing to the terms of this agreement in consideration for WFSC allowing the Participant to participate in the Event.

_____ _____

Signature of Parent/Guardian Printed Name and Relation

*if under the age of 18, parent/guardian signature needed {B2361599.2 16389-0000}

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