



PARTICIPANT WAIVER & RELEASE FORM

**THIS IS A RELEASE OF LIABILITY.
PLEASE READ CAREFULLY BEFORE SIGNING.**

NAME (Last) _____ (First) _____

I, the undersigned, having asked the **Appalachian Trail Conservancy (ATC)** and **WeConservePA** to permit me to participate in _____ ***Leave No Trace Trainer Course at Rushton Conservation Center*** _____ (activity title/brief description), acknowledge that I understand that the activities I will engage in involve risk to me, including the possibility of injury, disability or death. These risks may result from, but are not limited to, (1) traveling in mountainous back country that may be uneven, rocky, or otherwise hazardous, (2) stinging or disease carrying animals or insects and wild animals, (3) exposure to pesticides, and (4) other natural or human-made hazards and dangers.

I certify and agree that:

- (1) HAVING READ THIS PARTICIPANT WAIVER AND RELEASE FORM, KNOWING THESE FACTS AND IN CONSIDERATION OF YOUR ACCEPTING MY APPLICATION, I FOR MYSELF AND ANYONE ENTITLED TO ACT ON MY BEHALF, COMPLETELY AND UNCONDITIONALLY RELEASE, DEFEND AND HOLD HARMLESS THE ATC, WECONSERVEPA AND ALL OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS AND VOLUNTEERS FROM ALL LIABILITIES ON ACCOUNT OF INJURY TO MY BODY, HEALTH, WELL BEING OR PROPERTY, OR ANY OTHER LOSS, CLAIM OR DAMAGE, RESULTING FROM OR ARISING OUT OF THEIR NEGLIGENCE, WITHOUT LIMITATION, TO THE FULLEST EXTENT PERMITTED BY LAW.**

- (2)** I acknowledge that there are dangers and risks that may result from participating in activities connected or associated with the outdoors, and I knowingly assume all risk for any injuries, damage or loss to my person, including but not limited to: pesticide exposure, falling down, tripping or bumping; back, bone, joint, head, neck, muscle or spinal injuries or strains; cuts or scrapes; choking; allergies; heat stroke, heat exhaustion, sunburn or other injuries; and/or any damage or loss sustained to my property. I further acknowledge that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate; and (b) not experiencing symptoms of Covid-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of Covid-19, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having Covid-19. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to Covid-19 while participating in the activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in activities, or I begin experiencing symptoms of Covid-19, I will immediately discontinue further participation.

- (3) In the event of any emergency, I authorize the ATC's or WeConservePA officials to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care, including ambulance transport. Further, I agree that I will be responsible for payment of any and all medical services rendered.
- (4) I will follow instructions, recommendations and cautions of the ATC's or WeConservePA officials and perform my service to the best of my ability.
- (5) The ATC and/or WeConservePA may use all photographs/electronic images in which I, the undersigned, appear while participating in the program, and I authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution (which may include social media) of said photographs / film /video tapes / electronic representations at the discretion of the ATC and/or WeConservePA without limitations or reservations.(CROSS OUT if you do not give this permission.)
- (6) This Participant Waiver and Release Form constitutes the sole and entire agreement of the ATC, WeConservePA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Participant Waiver and Release Form is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Participant Waiver and Release Form or invalidate or render unenforceable such term or provision in any other jurisdiction. This Participant Waiver and Release Form is binding on and shall inure to the benefit of the ATC, WeConservePA, me and our respective successors and assigns.
- (7) Delivery of this Participant Waiver and Release Form may be made by facsimile, electronic mail for other transmission method as permitted by applicable law, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. A party's electronic signature of this Participant Waiver and Release Form shall have the same validity and effect as a signature affixed by the party's hand.
- (8) I understand this Waiver and Release Form and that it shall not be modified orally.

(Date) _____ (Signature, Participant) _____

I, the undersigned parent or guardian of the above-named participant, do hereby join in the foregoing release and further, I give permission as the undersigned parent or guardian for work by and use of photo/electronic image for the above named participant (for participants under 18).

(Date) _____ (Signature, Parent /Guardian) _____

(Date) _____ (Signature, Witness) _____