



## AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

I, \_\_\_\_\_, hereby agree to the following:

1. I will follow the instructions of certified Tree Stewards or other credentialed persons supervising Tree Steward activities.
2. For Tree Steward activities, I will use only hand-held tools that will aid in the work I am to perform. Tools include, but are not limited to: shovels, pruners, rakes, trowels, and shears.
3. I acknowledge my responsibility to take proper precautions for my safety, including dressing appropriately, avoiding exposure to poison ivy, ticks, and other risks inherent in outdoor activities, to heed the advice, both general and specific, of any certified Tree Steward or other credentialed person supervising the project, and to use common sense to protect myself and others from harm.
4. I recognize that I must be in good physical and mental health to participate in Tree Steward activities. I understand that these activities may require physical exertion, and I represent and warrant that I am physically fit and I have no medical condition which would prevent my full participation in the program. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in Tree Steward activities and to follow my physician's advice. I understand that Charlottesville Area Tree Stewards reserves the right in its absolute discretion to refuse my participation in any Tree Steward activity on medical or fitness grounds.
5. I acknowledge that my membership in the Charlottesville Area Tree Stewards is subject to termination pursuant to the By-Laws. I also understand that in the event of any conflict between this agreement and the association's By-Laws, the By-Laws will control.
6. I understand that Tree Steward activities may involve physical risks, and in consideration of being permitted to participate in any Tree Steward activity, I agree to assume full responsibility for any injury or damage, known or unknown, which I might suffer in connection with such participation.
7. In further consideration of being permitted to participate, I knowingly, voluntarily, and expressly waive any claims that I may have against Charlottesville Area Tree Stewards, its directors, instructors, other volunteer staff, and/or independent contractors (each, a "Released Party") for any claim that I may have as a result of my participation, even if the claim arises from the carelessness or negligence of any Released Party or anyone else. I agree to indemnify and hold harmless each Released Party from any loss or liability incurred in defending any claim made by me or anyone making a claim on my behalf, even if the claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

8. I, my heirs or legal representatives forever release, waive and discharge and covenant not to sue any Released Party for any Claim caused by any negligence or other act of a Released Party.

9. I hereby understand that Charlottesville Area Tree Stewards from time to time may photograph or video projects, classes, or other events, and that my image may appear in these photos and videos. I hereby consent to the use of my image in any CATS-related photograph or video, whether used for instruction, public outreach, or any other CATS-related purpose, without expectation of compensation. Further, I may also provide still photography or video images in various formats to Charlottesville Area Tree Stewards for use in instruction, public outreach, and other activities. I hereby grant CATS full and free use of these images without expectation of compensation.

This agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia.

I acknowledge that I have carefully read this release and waiver of liability and fully understand its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by signing this release and waiver of liability, I am giving up substantial rights, including my right to sue and certain legal rights my heirs, next of kin, executors, administrators and assigns may have against any Released Party.

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Participant's or Parent/Guardian's Signature

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Date

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