



## Release and Waiver of Liability

I have chosen to participate in one or more types of activities while volunteering for the Conservancy, which activities may include, but are not limited to, trail, open space, habitat and infrastructure restoration and maintenance work; farm and retail related work; working in outdoor environments in variable weather conditions and with exposure to potentially harmful plants, wildlife, and conditions; interacting with the public; working in the Conservancy offices or facilities; and volunteering at events and programs (collectively, the "Activities"). I acknowledge that the Activities may contain inherent risks of injury. I hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** In consideration of the acceptance by the Conservancy of my participation in the Activities, I agree to assume the risks incidental to such participation, and hereby release, indemnify, hold harmless and forever discharge Willowsford Conservancy, Inc., Timber Ridge Management, LLC, Willowsford Operations, LLC, Loudoun Conservancy, LLC, and Willowsford Homeowners Association, Inc., and each of their respective parents, affiliated and related entities and the officers, directors, members, employees, contractors and agents of each (collectively, "Willowsford"), from and against any and all liabilities, claims, actions, damages (including, without limitation, bodily injury, death and/or property damage), costs and/or expenses (including, without limitation, reasonable attorneys' fees and expenses at any level), arising out of or in any way connected with my participation in the Activities. I understand that this Agreement, to the fullest extent permitted by law, includes any claims based on the negligence, action or inaction of any of the Released Parties.

I understand that the Conservancy does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** I hereby release and forever discharge the Conservancy from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my Activities with the Conservancy. I further authorize the Conservancy and its staff to obtain medical treatment for me, at my cost, if the need arises and to provide first aid, CPR and/or transport to an emergency medical facility.

**Assumption of the Risk.** I understand that the Activities include work that may be hazardous, including, but not limited to, physical exertion, travel to and from work sites; and exposure to outdoor conditions, which may cause or worsen certain illnesses or pre-existing condition.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Conservancy from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** I understand that, except as otherwise agreed to by the Conservancy in writing, the Conservancy does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. I understand that each Volunteer is expected to obtain his or her own medical or health insurance coverage and provide proof of coverage to the Conservancy.

**Photographic Release.** I agree that Willowsford or its designee may photograph, videotape and/or record me while I participate in the Activities, and I grant to Willowsford the right to reproduce, display and otherwise use (or license to others the right to reproduce, display and otherwise use) those photographs, videotape footage and recordings in any and all manner, media, products and technology, now known or hereafter developed, without any attribution or compensation to me.

**Background Check.** I hereby grant permission and give consent to the Conservancy to conduct a background check when it is expected that, as part of my volunteer work, I will have contact with children or be involved with handling Conservancy financial resources and/or sensitive information. The Conservancy reserves the right to perform background checks or re-checks at any time during the volunteer's course of service.

**Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. Any legal action relating to or arising out of this Agreement, or my participation in the Activities, shall be commenced exclusively in the Circuit Court serving Loudoun County (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then in such other court having subject matter jurisdiction), and I waive my right to a trial by jury. I certify that I am 18 years of age or older.

I agree that if any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.