

EARTH SANCTUARY LIABILITY & PHOTO RELEASE FORM

I, who am over the age of eighteen, of my own free will seek to visit Earth Sanctuary I LLC (Earth Sanctuary). As a condition of the use of Earth Sanctuary's property, facilities, and/or equipment, I agree, on behalf of myself, my above-referenced child, my heirs, and assigns, as follows:

I understand that while at the Earth Sanctuary certain dangers may occur, including but not limited to, the hazards of hiking in the wilderness, being around ponds and wetlands, wild animals, the forces of nature, or accidents or illness in remote places without medical facilities. I understand that it is not the function of Earth Sanctuary, or any of its directors, officers, employees, contractors, or agents (Agents), to serve as guardians of my or my child's physical or mental health or safety while participating in a Program. I assume and all risk of any injury, including personal injury, death, property damage or other injuries or damages (Injuries) arising out of or in connection with my participation in the Program, and/or the use of Earth Sanctuary's property, facilities, and/or equipment. I agree not to hold Earth Sanctuary or its Agents responsible for, and I hereby forever waive and release any claims for, any Injuries or damages (including those for the rendering or failure to render first aid, medical treatment or other treatment or service) arising out of or in connection with my participation in the Program, and/or the use of Earth Sanctuary's property, facilities, and/or equipment. This release expressly includes the assumption of risk and release of any claims for Injuries or damages alleged to result from or arise out of any negligence by Earth Sanctuary or its Agents, including, without limitation, premises liability claims. I agree to be fully responsible for any and all bills for medical services rendered to me, personal injuries, property damage, loss of personal property, and any other loss that may result from my or my child's participation in this Program, and/or the use of Earth Sanctuary's property, facilities, and/or equipment.

I further agree to indemnify and hold harmless Earth Sanctuary and any of its Agents for all costs, damages, and/or awards, including attorneys' fees, arising out of any demands, causes of action, claims, counterclaims, or crossclaims brought by any other person or entity against Earth Sanctuary pertaining to, arising out of, or as a result of any act or omission by me, intentional, negligent or otherwise, in connection with the Program.

PHOTOGRAPH AUTHORIZATION: I agree that any photographs taken by any Earth Sanctuary personnel of myself and/or my child while at Earth Sanctuary shall be the property of Earth Sanctuary and may be used by Earth Sanctuary, at its discretion, for any publicity, education, marketing and/or advertising purposes and I hereby consent to and authorize such use without restriction.

I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND IT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND EARTH SANCTUARY, AND I HAVE SIGNED OF MY OWN FREE WILL.

_____ (Signature) Date _____

_____ (Print Name) Print email _____