

VOLUNTEER RELEASE WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for allowing the undersigned to participate in an event, workshop, class, apprenticeship, excursion, or other activity organized by Earth Tracks in 2017, THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges and agrees that he/she accepts full responsibility for his/her own safety and for determining that no obviously dangerous conditions exist that could affect his/her own safety during the activities; and
2. Acknowledges, agrees and represents that his/her participation in this program constitutes and acknowledges that he/she finds and accepts the sites as being safe and reasonably suited for the purpose of his/her use, and further agrees and warrants that if, at any time he/she feels anything to be unsafe, he/she will immediately advise the organizers of such and will immediately withdraw from the dangerous area: and
3. Hereby releases, waives, discharges and covenants not to sue Alexis Burnett or Earth Tracks any subdivision thereof, and each of them, their respective affiliates, subsidiaries, parent entities, and each of their officers, directors and employees, and representatives (all for purposes herein referred to as "Releases") from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands there from on account of injury to the person or property or resulting in death of the undersigned en route to/from the site, in or upon the site, or while observing, working for, or participating in the workshop, in vehicle travel to and from Earth Tracks Location, and in the activities while on the trip; and
4. The undersigned hereby agrees to hold harmless and to indemnify the Releases from and against all claims, actions, damages and expenses, including but not limited to reasonable attorney's fees for any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of or related to his/her presence or participation on this trip, whether caused, in whole or in part, by the sole or concurrent negligence or wrongdoing of the Releasees or any negligent, reckless or intentional act of commission or omission on the part of the undersigned, his/her heirs, successors or assigns; and
5. The undersigned warrants and represents that he/she (i) is the owner of all rights granted hereunder or has been duly authorized by the owner of such rights to grant same and (ii) is at least eighteen (18) years of age **or is the legal parent or guardian of the minor child listed below and is executing this release, waiver of liability, and indemnification agreement on behalf of such minor child;** and

THE UNDERSIGNED, expressly agrees that the foregoing release, waiver of liability, and indemnification agreement is intended to be as broad and inclusive as is permitted by the laws in Canada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.