



LIABILITY AND PHOTO RELEASE

THIS RELEASE is made this _____ day of _____, 20_____, for the benefit of Virginia Capital Trail Foundation (the “Foundation”) by _____ (“Volunteer”), and if Volunteer is a minor, Volunteer’s parent or guardian. In exchange for the participation with Foundation activities today, and on all future days, on property (including real property), including access to facilities, and services of the Foundation, the Volunteer, and his or her heirs, executors, administrators, trustees, assigns and legal representatives, hereby expressly agree to the following:

1. Volunteer is responsible for full and complete insurance coverage on his person, personal property, and himself or herself.
2. Volunteer, for myself, as well as my heirs, executors, administrators, trustees, and assigns, agrees to hold the Foundation and all of its officers, managers, owners, shareholders, agent, attorneys, employees and all other representatives completely harmless and not liable and releases them from any and all liability whatsoever, and AGREES NOT TO SUE them, or any of them, on account or in connection with any claims, actions, causes of action, injuries, damages, costs or expenses arising out of Volunteer’s use, presence or participation in the Foundation’s activities, including, but not limited to, those based on death, bodily injury, property damage, including incidental and consequential damages, and including all such damages caused by negligence, except if the damages are caused by the direct, willful and wanton gross negligence of the Foundation.
3. VOLUNTEER’S ACKNOWLEDGEMENT OF RISKS: Volunteer acknowledges that there is an inherent danger in trail activity, maintenance, and other physical and recreational use of agricultural, forestry, and undeveloped or underdeveloped real property, including, but not limited to, uneven or unstable ground or road surfaces, trees, branches, rocks, stones, gravel, mud, water, and/or objects on the ground or roadway; that weather can create slippery conditions associated with fog drip, rain, sleet ice, and snow; that motor vehicles, other volunteers or participants, equipment failure, all of which can pose a dangerous risk to Volunteer’s safety; that Volunteer may suffer accidents or illnesses in remote places where there are not available medical facilities; and Volunteer acknowledges that personal property may be lost or damaged, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards of any activity; and that Volunteer assumes all risks, dangers, and hazards associated therewith.
4. VOLUNTEER’S EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of outdoor activity in which Volunteer will engage,

Volunteer confirms that Volunteer is physically and mentally capable of participating in the activity and using any associated equipment. Volunteer participates willingly and voluntarily and Volunteer assumes full responsibility for personal injury, accidents and illness, including death. Volunteer assumes all responsibility for damage to or loss of personal property as the result of any accident that may occur.

5. VOLUNTEER'S AUTHORIZATION: Volunteer hereby authorizes any medical treatment deemed necessary if any injury occurs while participating in any activity with the Foundation. Volunteer either has appropriate insurance, or in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Volunteer's behalf.
6. PHOTOGRAPH AND SOCIAL MEDIA RELEASE: Volunteer hereby irrevocably grants and authorizes the Foundation to use his/her photo and information related to experiences with the Foundation. Volunteer understands this information may be used in publications, including electronic publications, audiovisual presentations, promotional literature, advertising, community presentations, social media, print or other electronic media, and/or other similar ways. This consent is freely given as a public service to the Foundation without expectation of payment. Volunteer releases the Foundation and its respective officers, managers, owners, shareholders, agent, attorneys, employees and all other representatives from any and all liability which may arise from the use of such photographs, news media stories, promotional materials, social media postings, written articles, videotape and/or photographs.
7. This Contract is non-assignable and non-transferrable, is made and entered into in the Commonwealth of Virginia and shall be enforced and interpreted under the laws of this state.
8. I, Volunteer, have read and understand this release and willingly execute it for the benefit of the Foundation understanding the Foundation will rely on it in allowing me to participate in the activities related thereto and, without which, I would not be permitted to participate.

Name Printed

Volunteer's Signature

Address & Telephone Number of Volunteer:

Volunteer's Parent or Guardian
(if Volunteer is a minor)

Volunteer's Date of Birth: _____