



Release and Waiver of Liability

Name of Participant (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Location, Date, and Type of Activity: _____

Where did you hear about this workday or activity? _____

In consideration of being allowed to participate in any way in the workday or program and related activities, I acknowledge and agree that:

1. **RELEASE AND WAIVER.** I hereby release, discharge and forever hold harmless the ECWA and its officers, agents and/or employees, other participants, sponsors, advertisers, partners, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), from any and all claims, demands and liability arising out of or related to any bodily injury, illness, death or property damage I may suffer, whether arising from the negligence of the Releasees and whether arising on account of any first aid, treatment or service rendered.

2. **ASSUMPTION OF RISK.** I understand that the volunteer work or activity participation may be hazardous, including movement on uneven or slippery terrain and physical labor and the use of sharp or heavy tools by me and others in close proximity to me, and knowingly assume all risks.

3. **INSURANCE.** I understand that the ECWA does not carry or maintain health, medical, or disability insurance coverage for any volunteer or participant.

4. **USE OF MY LIKENESS.** I grant to the ECWA the right to take photographs or digital recordings at this event of me and of any minor participants for which I am the parent or guardian and convey to ECWA all right, title and interest in any images or recordings, including any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **OTHER.** I understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the state of North Carolina. Any action or proceeding arising hereunder shall be brought in the courts of North Carolina. In the event that any clause or provision of this agreement shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforceable.

I have read this release of liability and assumption of risk agreement and understand that I have given up substantial rights by signing it, and sign it freely, voluntarily and without duress.

X _____
Participant/Volunteer Signature Date Age Emergency phone number

FOR PARENT/GUARDIAN OF PARTICIPANT/VOLUNTEER OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) I, as parent/guardian with legal responsibility for participant/volunteer, agree, to the fullest extent permitted by law, (i) to the provisions above, (ii) not to sue the Releasees and (iii) to indemnify and hold harmless the Releasees should the participant/volunteer bring a claim against any Releasee.

X _____
Parent/Guardian Signature Date Emergency phone number
if Participant/Volunteer under 18 years