

Liability Waiver

PARTICIPANT WAIVER, RELEASE OF LIABILITY AND CONSENT

The individual named below ("Participant") desires to participate in programs and/or activities ("Activity") partially or wholly coordinated by Forêt Capitale Forest ("Planting Organization") and its partners, the National Capital Commission and Trees For Life. (collectively, the "PARTNERS"). As lawful consideration for being permitted by the Planting Organization and PARTNERS to participate in the Activity, Participant agree to all the terms and conditions of this Waiver as set forth herein.

1. THE PARTICIPANT UNDERSTANDS AND AGREES THAT IN ORDER TO PARTICIPATE IN THE ACTIVITY, PARTICIPANT WILL ENTER PROPERTIES THAT PLANTING ORGANIZATION MAY NEITHER OWN NOR CONTROL AND THAT IT IS POSSIBLE THAT PARTICIPANT MAY BE INJURED OR OTHERWISE HARMED DURING THE ACTIVITY DUE TO ACCIDENTS, ACTS OF NATURE, OR THE NEGLIGENT OR INTENTIONAL ACTS OF PARTICIPANT, PLANTING ORGANIZATION, PARTNERS, AND/OR OTHER PARTICIPANTS. PARTICIPANT ACKNOWLEDGES THAT HE OR SHE IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE PLANTING ORGANIZATION, PARTNERS OR OTHERWISE.

2. Participant hereby expressly waives and releases any and all claims and causes of action, of whatever type he or she may have, whether these claims arise in law or equity, now known or hereafter known, in any jurisdiction throughout the world (collectively, "Claims"), against the Planting Organization, PARTNERS, and their respective officers, directors, trustees, donors, employees, agents, affiliates, volunteers, successors, and assigns (collectively, "Releasees"), on account of personal injury, accident, illness (including death) and/or property loss, however caused, arising out of or attributable to Participant's participation in the Activity, whether or not caused in whole or in part by the negligent acts or omissions of one or more of the Releasees. Participant covenants and agrees not to make or bring any such Claim against the Releasees, and forever releases and discharges the Releasees from all liability under such Claims. Participant further agrees that if, despite this Agreement, Participant or anyone on Participant's behalf, makes a Claim against any of the Releasees, Participant will indemnify, defend and hold harmless each of the Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Waiver, and the cost of pursuing any insurance providers), incurred by or awarded against the Releasees, arising out or resulting from such Claims.

3. Participant irrevocably grants to Planting Organization, PARTNERS and each member organization of PARTNERS, as well as their respective agents, employees, licensees, subsidiaries, successors in interest, and conservation partners (the "Likeness Parties"), the absolute and irrevocable right and permission to copyright, use, reproduce, publish and display, in any form now known or later developed, Participant's image or visual likeness (the "Likeness") that may be obtained pursuant to Participant's participation in the Activity. The Likeness may be copyrighted, used and/or published individually or in conjunction with other photography or video works, and in any medium and for any lawful purpose, including without limitation, trade, exhibition, illustration, promotion, publicity, advertising and electronic publication and Participant waives all rights to inspect or approve such Likeness. Participant hereby releases the Likeness Parties (and all persons acting under their permission or authority) from any and all

Claims arising out of the use, reproduction, adaptation, distribution, publication and display of the Likeness by the Likeness Parties. This release includes without limitation any Claims related to blurring, distortion, alteration, optical illusion, digital alteration, use in composite form, whether intentional or otherwise, or use of a fictitious name, that may occur or be produced in the processing or publication of the Likeness.

4. If any term or provision of this Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver shall be binding upon and enforceable against Participant, as well as Participant's spouse, children, heirs and next of kin, personal representatives, executors, administrators, successors and assigns.

BY SIGNING BELOW PARTICIPANT CONFIRMS AND ATTESTS THAT PARTICIPANT HAS READ THIS WAIVER AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND THAT PARTICIPANT SIGNS THIS WAIVER ON HIS OR HER OWN FREE WILL WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE.

Participant Signature

Printed Name

Date

If Participant is a minor, the undersigned parent or legal guardian of the Participant confirms and attests that he or she has the legal right to and, by signing below, the undersigned does hereby consent to the terms and conditions of this Waiver.

Participant Parent or Legal
Guardian if a Minor

Printed Name

Date