CALIFORNIA NATIVE PLANT SOCIETY ("CNPS")
RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY, AUTHORIZATION, AND PHOTO RELEASE AGREEMENT

Chapter Host:_____

Event Name:_____ Event Date(s):_____

In consideration of being permitted to participate in any way in volunteer activities organized by the California Native Plant Society or any of its affiliated chapters, including but not limited to events, hikes, field surveys, field trips, rare plant treasure hunts, garden tours, nursery work, plant sales, restoration, and other activities ("Activities"), I, on behalf of myself and the accompanying minor(s) identified below, hereby enter into this Release of Liability, Waiver of Claims, Express Assumption of Risk, Indemnity, Authorization, and Photo Release Agreement ("Agreement") in favor of the California Native Plant Society, a California nonprofit corporation, including its officers, directors, employees, volunteers, agents, representatives, and affiliates, including subsidiary or affiliated chapters (collectively, "CNPS"). On behalf of myself and the accompanying minor(s) identified below, I represent, warrant, and agree as follows:

Waiver and Release of Liability: I, for myself and my heirs, personal representatives, and assigns, do hereby covenant not to sue, release, waive, and discharge, from liability from any and all claims, including the negligence of CNPS, resulting in personal injury, accidents, or illnesses (including death), and property loss, arising from or related to my participation in the Activities. I acknowledge, agree, and understand that the foregoing waiver and release shall include claims for bodily injury, death, or property damage arising out of or related to my participation in the Activities, travel to and from the place of any Activities, and all Activities conducted at any premises occupied, owned, or operated by CNPS.

Express Assumption of Risk: I acknowledge and understand that participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Inherent hazards and risks of the Activities include, but are not limited to:

1. Risk of injury from the Activities and tools or equipment utilized is possible, including the potential failure and/or malfunction of my own or others' equipment.
2. The Activities may include walking on unsteady surfaces and hiking in remote natural areas where the terrain may be steep, uneven, and rough. Water will not be available. Risks present in outdoor, mountainous, or remote environments include, but are not limited to: exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, storms, strong winds, avalanches, wildfires, falling rocks or other objects, lightning, high altitudes, stream or river crossings, contaminated water, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death, disease carrying or venomous animals, reptiles or insects, allergens (including poison oak, ivy and/or sumac), and other natural or manmade hazards.
3. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, or route location.
4. Accidents or illness occurring in remote places where there are no immediately available medical care facilities and evacuation.
5. Delays and difficulties with communication and transportation.
6. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
7. Possible exposure to COVID-19 or other communicable disease.

Specific risks vary between Activities, but the risks range from (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs, and I know, understand, and appreciate these and other risks that are inherent in

the Activities. I hereby assert that my participation is voluntary and that I knowingly and expressly assume all such risks.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Indemnity / Hold Harmless Agreement: In consideration for being permitted to participate in the Activities, I hereby agree to defend, indemnify, and hold CNPS harmless from and against any and all claims, demands, or causes of action for personal injury, property damage or wrongful death that arise out of my participation in the Activities and my use of any equipment, premises, or facilities provided by CNPS in connection with the Activities.

Authorization: I hereby affirm that I am physically and safely able to undertake the exertion and demands of participating in the Activities, which may include remaining in the field for up to 8 hours and hiking several miles at a time over rough terrain. I understand I am responsible for my own safety and removing myself from a situation that is beyond what I can safely undertake. I agree to wear/bring suitable protective clothing and footwear and to bring enough water, snacks, and any medications or other aids required during a hike.

I hereby authorize CNPS to provide and arrange for medical care for me in the event of an emergency and to administer general first aid treatment for any injuries or illnesses I may experience. If the injury or illness is life threatening or in need of emergency treatment, I authorize CNPS to summon any and all professional emergency personnel to attend, transport, and provide treatment of my injury. I agree to assume financial responsibility for all expenses of such care. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of CNPS to exercise its best judgment upon the advice of any such medical or emergency personnel if I am unable to do so.

I give this consent freely and knowingly and not as a result of coercion, duress, or payments by any person or agency. This consent will remain in effect until such time as I give notice in writing of my intent to revoke it.

Photography Policy & Release: We believe that using photos of CNPS Activity participants of all ages in our print and web publications fosters a greater sense of community. Photography and video recordings display the vibrancy and joy of our CNPS community and Activities. We use photos to enhance the quality of our print materials, newsletters, the website, social media, publicity, and fundraising. CNPS also uses photos to further our efforts in education, outreach, and supporting the connection between native plant enthusiasts across California.

I understand that CNPS staff and volunteers take photos and video during Activities to use on behalf of the organization. I understand that by participating in CNPS Activities my photos, voice, or other forms of my "Likeness" may appear in CNPS media and hereby give the California Native Plant Society, a California corporation doing business as California Native Plant Society ("Company"), its officers, directors, employees, contractors, representatives, vendors, affiliates, agents, volunteers, vessels, and its subsidiary affiliates and its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use media (video, photos, recordings, and other forms) that include my Likeness without any restriction on edits and alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) in connection with the activities through the Company's business, products and/or services, including but not limited to advertising, publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness ("Results"). I waive any right to compensation. Participation in CNPS Activities implies permission for the use of images taken at those Activities.

I understand that as a participant at CNPS Activities, it is my responsibility to notify those individuals with cameras or media equipment if I do not wish to be photographed. We will do our very best to honor your request, but cannot

guarantee you will not inadvertently appear. CNPS has no control over photos that might be taken and used by others who attend CNPS Activities.

Miscellaneous: I hereby confirm that I am of legal age (over 18) and have every right to contract in my own name. By entering into this Agreement, I acknowledge and agree that no promise, inducement, or agreement has been made to induce me to release CNPS from liability or to waive my rights referred to above, except that I may participate in or observe the Activities. This Agreement expresses the complete understanding of the parties with respect to the subject matter hereof. This consent will remain in effect until such time as I give notice in writing of my intent to revoke it. I understand that I am giving up substantial legal rights, including my right to sue.

This Agreement is governed by the laws of the State of California. I agree that the foregoing release is intended to be as broad and inclusive as permitted by California law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that if I do not sign this agreement, I will be unable to participate in the Activities.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS. IT IS MY INTENTION BY THIS AGREEMENT TO EXEMPT AND RELIEVE CNPS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE TO THE FULLEST EXTENT PERMITTED BY LAW. I AM SIGNING THIS AGREEMENT VOLUNTARILY AND OF MY OWN FREE WILL. I REPRESENT, WARRANT, AND AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE AND THAT I HAVE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

I FURTHER AFFIRM THAT I HAVE READ THE PHOTOGRAPHY POLICY & RELEASE AND AM FAMILIAR WITH ITS CONTENTS. I UNDERSTAND IT IS MY RESPONSIBILITY TO NOTIFY PHOTOGRAPHERS IF I DO NOT WISH TO BE PHOTOGRAPHED. IN SIGNING THIS FORM, I UNDERSTAND THAT CNPS WILL MAKE REASONABLE EFFORTS TO AVOID ACCESS TO, OR REMOVE, MY IMAGE OR VOICE FOR ALL PURPOSES IDENTIFIED HEREIN. CNPS IS NOT RESPONSIBLE FOR PHOTOS THAT MIGHT BE TAKEN AND USED BY OTHERS WHO ATTEND CNPS ACTIVITIES.

Participant Name	Participant Signature	Date

TO BE READ AND SIGNED BY THE PARENT/GUARDIAN OF AN ACCOMPANYING MINOR UNDER 18 YEARS OF AGE:

Minor Participant Name	Minor Participant Name	Date

Parent/Guardian Name	Parent/Guardian Signature	Date

I hereby state, represent, and warrant to CNPS that I am the parent or guardian of the accompanying minor(s) whose name appears above. I am familiar with and consent to the terms and provisions set forth in this Agreement. I understand that all provisions of this Agreement shall pertain to the undersigned parent / legal guardian and to the minor.