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**CONSENT, WAIVER AND RELEASE AGREEMENT**

**☐ Volunteer ☐ Participant/Visitor**

This Consent, Waiver and Release Agreement (the “Agreement”) is required in connection with any individual who is and/or will be engaging in any and all activities at and matters relating to visiting, volunteering at, assisting with, and/or participating in any services and/or activities (collectively, “Activities”) provided at, with, conducted, led, hosted, or sponsored by or otherwise associated with Friends of Pameacha Pond Long Hill Brook Inc. (“Pameacha”) and its members, officers, directors, board members, volunteers, staff, agents, representatives, successors, and assigns (collectively, “Representatives”), wherever located and however performed, including at outreach locations, third party venues, via phone calls, emails, texts or otherwise.

**Name (Full)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date of Birth**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **State**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Zip**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **County:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case of emergency, contact (*parent/guardian if applicable*):

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT:**In the event emergency medical aid/treatment is required due to illness or injury while engaging in any Activities, I authorize Pameacha to secure and retain medical treatment and transportation on my behalf, if needed. I will be responsible for all expenses associated with and/or relating to any such emergency medical aid/treatment.

**ACTIVITIES:** I understand that Activities may include, depending on whether I am a volunteer, participant and/or visitor, but are not limited to, greeting and welcoming Pameacha’s guests and clients, answering questions, giving tours, setting up, planning, organizing and helping at all events (which may include debris removal, litter pick-up and beach clean-up, lifting objects, moving boulders, and repairing trails). I fully assume the risks associated with being a volunteer, participant and/or visitor, as applicable, including the risk of injury, loss and/or harm to myself, injury, loss and/or harm to third parties as a result of my actions, damage to property as a result of my actions and/or damage and/or loss to any of my own property I may bring to any Activities including my own sporting equipment (such as canoes, kayaks or paddleboards), tools and gardening equipment (such as shovels, rakes, wheelbarrows, pry bars, post-diggers, gloves and trowels). I understand and agree that I should consult with my physician prior to undertaking any strenuous activity that I may volunteer for and/or participate in, as applicable, and I agree that I have been advised by Pameacha to do so. I attest and verify that I am physically fit and sufficiently trained to participate in any Activity.

**PHOTO/VIDEO AND PUBLICITY RELEASE:** By visiting Pameacha and/or volunteering and/or participating in any Activities, I understand that I may be photographed, filmed and/or videotaped. I irrevocably grant Pameacha permission to (i) take pictures, film, video and/or record me, (ii) to use, publicly display, edit, alter, copy, publish and/or distribute any such photograph, video, recording, image as well as any statements made or provided by me to Pameacha (collectively, “Images”) in any and all digital, web-based, print media and publications and/or for any lawful purpose, in each of clause (i) and (ii), without payment, royalties, or other consideration. In addition, I waive any and all rights to inspect, review and/or approve the Images used and/or where and how used or displayed. I also understand and agree that all Images will become and are the property of Pameacha and that no Images or copies thereof will be returned or provided to me. I expressly release and agree to indemnify Pameacha and its Representatives from and against any and all claims, known and unknown, arising out of or in any way connected with the above granted uses. Nothing in this Agreement will constitute any obligation on Pameacha to make any use of any of the rights set forth in this Agreement.

**LIABILITY ACKNOWLEDEGMENT AND RELEASE**: I acknowledge and assume the risks, including bodily harm, exposure to communicable diseases, and/or damage to property, as a result of my visiting Pameacha, and/or volunteering at and/or participating in any Activities. I intending to be legally bound for myself, my heirs, agents, representatives, assigns, executors, administrators and/or other legal representatives: (i) waive and release Pameacha and its Representatives from and against any liability, however caused, for any injury, fatality, loss, harm, or damage suffered or sustained relating to Pameacha; (ii) agree not to sue or make any claims against Pameacha or its Representative for any injuries, losses, harm or damage to myself or my property or for any third party claims; and (iii) will indemnify Pameacha and its Representatives from all costs, including attorney’s fees and expenses, in connection with any such claims.

**ACKNOWLEDGEMENTS**: By signing below, I acknowledge that (i) I have read and understand this Agreement in its entirety and freely and voluntarily accept its terms; (ii) if the volunteer, participant and/or visitor, as applicable, is a minor, I certify that I am their parent or legal guardian and am executing this Agreement on their behalf and as such, all references to “I”, “my” or “me” or like words used in this Agreement includes any such minor children, whether biological or under my legal guardianship, and any adult under my legal guardianship; (iii) my visiting and/or volunteering at Pameacha and/or participating in any Activity, as applicable, is contingent upon my acceptance and signing of this Agreement; (iv) I will not be compensated for volunteering at or participating in any Activity and will not be acting as an employee of Pameacha; (v) if I type my signature to provide consent digitally, such typed signature will have the same legal, binding effect as an original hand-written signature; and (vi) this Agreement is governed by the laws of the state of Connecticut (excluding its conflict of laws rules) and I consent to the exclusive jurisdiction of the state and federal courts located in Middlesex County, Connecticut.

**SIGNED:**

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**Signature (*volunteer/participant, as applicable*): Name (print): ­­**

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**Signature (*parent/guardian if applicable*) Name (print):**  **­­**