

THE LAND BETWEEN AND TURTLE GUARDIANS CITIZEN SCIENCE VOLUNTEER and EVENTS WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of my ("I", "my" or "myself") and/or on behalf of my child/ward's (each a "Ward") participation as a VOLUNTEER and/or spectator (any of the foregoing, a "Participant") in Citizen Science, or other Land Between charity or Turtle Guardian program or sponsored event(s) (any of the foregoing and any ancillary camps/workshops/events/activities/operations related thereto, "Participation" or an "Event"), I, on behalf of myself and Ward, acknowledge, accept and agree the following:

(1) The risk of serious injury and/or death from the activities involved participating in any "Volunteering" or "Event", as a Participant or Spectator, is present and may include, without limitation, the following: (i) injury from traffic accidents; (ii) injury from tripping or falling including bruises, sprains or fractures; (iii) injury from heat or cold; (iv); general injury from program or running activities (v) injuries involving the acts or omissions of other vehicles or other participants; (vi) animal bites and/or stings; (vii) contact with poisonous plants; (viii) drowning, falling, broken limbs, allergic reactions. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

(2) ON BEHALF OF MYSELF AND MY WARD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES, as hereinafter defined, or others, and assume full responsibility and all risks for myself and/or my Ward's participation in the Events and Camps.

(3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me or my ward, such as protocols, guidelines, and resources which will be disclosed to the participant through training modules (webinars, videos, orally or otherwise before the Volunteering or Events commence) for Participant's participation in Volunteering or an Event. If, however, I observe an unusual and/or significant hazard during my presence during my participation or at the Event, I will remove myself or my Ward from participation and bring such hazard to the attention of the program official or nearest Event official.

(4) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE THE LAND BETWEEN CHARITY OR ANY OTHER PARTNERS IN OR OF THE TURTLE GUARDIANS PROGRAM or EVENTS**, venue owner of the Event, and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD'S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE.** I further agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

(5) I, on behalf of myself, and/or my Ward, attest and verify that: (i) unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses, injuries and defects that could interfere with any person's (including his or her) safe participation in Volunteering and/or an Event; (iii) Participant is physically fit to participate in all activities associated with Volunteering and/or the Event; and (iv) on the date of Volunteering commencing and/or the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant,

and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Volunteering, and/or Event and that Participant's participation in Volunteering and/or an Event is entirely voluntary.

(6) I, on behalf of myself, and/or my Ward, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in Volunteering and/or an Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment and/or services.. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection such information or services.

(7) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Volunteering and/or Event due to factors beyond the control of the Releasees at any time.

(8) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to Releasees to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's image, likeness, voice, photograph, and biographical information in connection with the Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant. The Releasees, however will grant permissions to Participants to withdraw their images from certain media upon written request and consequent approval in writing, based on a request provided in an email to info@thelandbetween.ca

(9) In consideration and in return for being allowed to participate in the Volunteering and/or Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's participation in volunteering orevents organized by the Releasees, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(10) If any of the provisions of this Waiver, Release of Liability, Covenant Not To Sue & Image Release ("Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Agree to Terms and Conditions

On behalf of Ward, name:

Initial to verify you agree to the above waiver.