

INFORMED CONSENT, WAIVER AND RELEASE OF LIABILITY AGREEMENT

This agreement is between EarthWays Foundation DBA WildRescue, 20178 Rockport Way, Malibu CA 90265 and (PLEASE PRINT) _____.

The undersigned, being at least eighteen years of age, and in consideration for acceptance, approval and participation in EarthyWays' project WildRescue, hereinafter referred to as the Program, does hereby agree to this consent, waiver, and release of liability.

Acknowledgement and Assumption of Risk

I recognize that participating in this Program will involve physical labor and may carry a risk of personal injury including permanent disability and death, severe social and economic losses, and damage to personal property. I further recognize that there are natural and manmade hazards, environmental conditions, diseases, injuries related to the use of tools or equipment, and other risks, which in combination with my actions can cause injury to me. Additionally, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time. I hereby agree to assume all risks which may be associated with or may result from my participation in this Program, including, but not limited to, travel to and from locations, capturing and handling wildlife, providing care to wild animals, and providing transportation of wild animals. I acknowledge and fully understand the risks related to participation in this Program and that my involvement in this Program is purely voluntary and I elect to partake notwithstanding the risks.

Furthermore, I recognize that these activities may involve physical activity and may cause physical and emotional discomfort. I state that I am free from any known heart or other health problems that could prevent me from participating in any of the activities associated with this Program. I further state that I am sufficiently physically fit to participate in the activities of this Program.

Consent

In the event of injury while participating in any and all activities associated with this Program, I consent to receive any emergency medical aid, anesthesia, and/or medical treatment or operation if, in the opinion of the attending physician, such treatment is necessary.

Medical Coverage

I certify that I have medical insurance to cover the cost of any emergency or other medical care that I may receive for an illness or injury that I may sustain as a result of my participation in this Program. I certify that if I do not have medical insurance, I will be personally responsible for the cost of any emergency or other medical care that I receive.

Waiver and Release of Liability

I agree to release EarthWays Foundation, its officers, agents, employees, volunteers, consultants, and all sponsors and/or officials and staff of any said entity or person, their representatives, agents, affiliates, directors, servants, volunteers, and employees (hereinafter referred to collectively as "Parties Released") from the cost of any medical care that I receive while participating in this Program or as a result of it.

I further agree to waive, release, and discharge the Parties Released from any and all liability, claims, demands, actions, and causes of actions whatsoever, for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of any and all activities associated with participating in this Program or as a result of it.

I further agree to indemnify, save, and hold harmless the Parties Released from and against any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from my participation in this Program.

I, the undersigned participant, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my participation in this Program. I sign it voluntarily with full knowledge of the risks involved. The terms hereof shall serve as release and assumption of risk for me, my heirs,

administrators and executors, and for all members of my family, including any minor accompanying me.

In the event any provision or portion of any provision of this agreement is held to be invalid, void or unenforceable, the rest of the agreement shall nonetheless remain in full force and effect and shall in no way be affected, impaired or invalidated.

This Waiver and Release of Liability Agreement shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law.

NAME: _____

SIGNATURE: _____ DATE: _____

MODEL IMAGE AUTHORIZATION AND RELEASE

I understand that as a volunteer for WildRescue and while performing and or participating in WildRescue's program and/or activities my image and or voice may be recorded. I, the undersigned, hereby grant to Rebecca Dmytryk, the worldwide, perpetual, irrevocable right to reproduce, distribute, display, create derivative works of and otherwise use the undersigned's name, photograph and likeness for and in connection with WildRescue's publicity, promotional, or recruitment purposes, and/or for any and all commercial purposes, by any means, methods and media (print and electronic) now known or in the future developed. I make this grant of rights with the understanding that no compensation will be paid to me for such grant. I understand and agree that all right, title and interest, including copyrights, in the materials created pursuant to this agreement are the exclusive property of Rebecca Dmytryk and that I will obtain no rights in such materials. I hereby waive any right that I may have to inspect or approve any photograph, likeness, or derivative work thereof made pursuant to this agreement. I understand that under California law individuals have the legal right to control the use of their names, likenesses and images and I hereby release all such rights and hold harmless EarthWays Foundation and Rebecca Dmytryk, their agents, licensees, and assignees from, and will neither sue nor bring any proceeding against, any such parties for any liability, whether now known or arising hereafter, resulting from or arising in connection with the exercise of such parties' rights pursuant to this agreement.

I have read the above agreement and fully understand its contents. I represent and warrant that I am of full age, that I have the right to contract in my own name, and that I have no pre-existing obligation that may restrict or limit my ability to sign this agreement.

This agreement will be governed by the laws of the State of California.

NAME: _____

SIGNATURE: _____ DATE: _____

If the person named above is a minor, a parent or legal guardian must complete the following:
I warrant that I am the legal guardian of the minor whose likeness may appear in photograph(s) or other media and agree to the above.

NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____