



## **AGREEMENT TO PARTICIPATE IN MINNESOTA LAND TRUST'S VOLUNTEER MONITORING PROGRAM AND WAIVER OF LIABILITY**

**Certification and Training:** I hereby acknowledge that I have completed the Minnesota Land Trust's Volunteer Monitor Certification Program and have received and read the Volunteer Monitor Training Guide and related materials. As a result, I hereby acknowledge that I have an in-depth understanding of the potential activities and risks that may be involved in participating as a volunteer property monitor in the Volunteer Monitoring Program with the Minnesota Land Trust (the "Activity"). Accordingly, I certify that I am at least 18 years old, that I am ready, willing, and able to participate in this activity, and that I ENTER INTO THIS AGREEMENT VOLUNTARILY AND IN AN INFORMED MANNER.

**Acknowledgement of Risk:** I hereby acknowledge that I am aware that certain risks and dangers are inherent in this Activity, including and not limited to, the hazards of being in rugged or remote terrain, uneven or obstructed traveling surfaces, traveling on or around water, the forces of nature and non-human species, or acts of third parties. I further acknowledge that the risks and dangers associated with outdoor activity are beyond the accepted safety of life at home or work and may result in personal injury, property damage, or death. I HEREBY VOLUNTARILY ASSUME THE RISKS of this Activity as outlined above and that are otherwise inherent in outdoor activity.

**Release and Waiver:** In consideration of my participation in the Activity, I, and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees, and assigns, HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS the Minnesota Land Trust, a Minnesota non-profit corporation, its successors and assigns, directors, officers, and employees from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in this Activity, except to the extent caused by the gross negligence or intentional, willful, or wanton acts of the Minnesota Land Trust.

I understand that this release discharges the Minnesota Land Trust from any liability or claim that I may have against the Minnesota Land Trust with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in this Activity, whether caused by the negligence of Minnesota Land Trust or its officers, directors, employees, or agents, or otherwise. I also agree that the Minnesota Land Trust does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness. I further agree to hold harmless the Minnesota Land Trust, its officers, directors, employees, agents, and leaders from any claims, damages, injuries, or losses caused by my own negligence or action while a participant in this Activity.

**Medical Treatment:** I HEREBY RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS the Minnesota Land Trust from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in this Activity. I agree that if I am injured or become ill in connection with this Activity, the Minnesota Land Trust, may, at my cost, arrange or supply medical treatment, evacuation, or any other medical services necessary on my behalf for my safety and well-being.

**Photographic Release:** I hereby GRANT AND CONVEY UNTO MINNESOTA LAND TRUST ALL RIGHTS, TITLE, AND INTEREST IN ANY AND ALL PHOTOGRAPHIC IMAGES AND VIDEO OR AUDIO RECORDINGS made by the Minnesota Land Trust during my participation in this Activity, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

I understand the Minnesota Land Trust may share or publicize news, general information, or certain details of the Activity in order to raise the awareness and resources needed to support its work or to encourage others to volunteer, and that photographs, videos, or audio recordings may be taken during the Activity. I hereby GRANT THE MINNESOTA LAND TRUST PERMISSION TO USE MY NAME AND MY LIKENESS (photo/video) in printed materials, on its website, in emails, and on social media posts.

**Minnesota Laws:** I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that this release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. I agree that in the event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release which shall continue to be enforceable.

*The remainder of this page intentionally left blank.*

*Signature page follows.*

**I HAVE READ THE ENTIRE RELEASE AND VOLUNTARILY AGREE TO SIGN THIS AGREEMENT.** I acknowledge that this agreement constitutes an express contractual assumption of all risks, and both a waiver and release from all liability.

**Participant Name (Please Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

### **EMERGENCY CONTACT**

**In case of emergency, please contact:**

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

**Relation:** \_\_\_\_\_

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

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

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