

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

INTRODUCTION

The individual named below (referred to as "I" or "me") desires to participate in [ACTIVITY] (the "**Activity**") provided by TREES FOR THE TRIANGLE, a North Carolina non-profit corporation with offices located at 2509 Holbrook Ct Raleigh, NC 27604, (the "**Organization**"). As lawful consideration for being permitted by the Organization to participate in the Activity/the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

Article 1. Waiver.

1.1 Acknowledgement of Activities. I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

1.2 Agreement not to Sue. I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Organization, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

1.3 Waiver of Liability. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party in a final judgment, arising out or resulting from any claim of a third party related to the Activities.

Article 2. General Provision.

1.1 Merger. This Agreement constitutes the sole and entire agreement of the Organization and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

1.2 Severance. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

1.3 Successors and Assigns. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns.

1.4 Applicable Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

1.5 Jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Wake County, North Carolina and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Address:

Date: _____

[I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

[Witnessed:

Printed Name of Witness:

Address:

Date: _____]]