

Ecopsyched!
Activity Waiver and Release

THIS ACTIVITY WAIVER AND RELEASE (this "Agreement")
is between

the "Participant"
(adult participant and/or adult guardian of "Minor Participant")

AND

the "Activity Provider"
Ecopsyched! of Maryland, U.S.A.

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. In consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, partner, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.
2. The Releasor understands that the Releasor would not be permitted to participate in the activity described below unless the Releasor signed this Agreement.

Details of Activity

3. Scheduled for [month day, year], the Participant will participate in the following activity:
[Ecopsyched! Outing]

Concurrent Release

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant, and with the intention of binding the Participant's spouse, partner, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

5. The Participant acknowledges that the Participant does not have any limiting abilities that would prevent the Participant from participating safely and reasonably, in respect to self and others, in the activity detailed above (3.).

Full and Final Settlement

6. The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same.
7. The Participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.



8. The Participant has been granted access to this Agreement in advance for review and has had the opportunity to seek independent legal advice prior to signing this Agreement.
9. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of Maryland.

Publicity Permission

11. Publicity Permission (Optional). I am aware that Ecopsyched! staff, representatives, and vendors sometimes capture photographs, quotes, or other impressions or recordings of participants and share them with Ecopsyched! for use in a variety of ways, such as (but not limited to) in the newsletters, web pages, or social media of Ecopsyched! or its allies. I (and Minor Participant, if any) agree not to restrict or condition such use in any way, unless I've checked the box at the bottom of this page.

I was able to read and understand each section of this Activity Agreement.

I CONFIRM THAT I (OR MINOR PARTICIPANT, IF ANY) AM VOLUNTARILY PARTICIPATING IN ONE OR MORE ACTIVITIES WITH FULL KNOWLEDGE OF THE RISKS. ON MY BEHALF (AND ON BEHALF OF MINOR PARTICIPANT, IF ANY), I FULLY ASSUME AND ACCEPT ALL RISKS (KNOWN OR UNKNOWN, IDENTIFIED OR NOT) ASSOCIATED DIRECTLY OR INDIRECTLY WITH THE ACTIVITIES AND POTENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION AS MAY BE CAUSED IN WHOLE OR IN PART BY ANY ECOPSYCHED! NEGLIGENCE, THE NEGLIGENCE OF OTHERS, AND/OR ANY CONDUCT BY ME (AND/OR MINOR PARTICIPANT, IF ANY).

I agree to the Publicity Permission above (circle one). YES NO

I am under the age of 18 (circle one). YES NO

Name of Participant (please print) _____

Signature _____ Date _____

If under 18, Name of Guardian (please print) _____

Signature of Guardian _____ Date _____

Emergency Contact Name _____ Relationship _____ Phone Number _____

