

Community Learning Network ~ Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the "Release") executed on this date by Participant in favor of Community Learning Network (C.L.N.), a New Mexico nonprofit corporation dedicated to "building stronger communities through real life learning" and any C.L.N. programs including New Mexico TechWorks, New Mexico Youth Ambassadors, and the Love Where We Live initiative, and their directors, officers, employees, representatives, volunteers, and agents (collectively, "C.L.N.").

The Participant desires to participate in special events and community-based learning activities in New Mexico and the southwest region of the U.S. and to engage in the activities related to being a Participant (the "Activities"). The Participant understands that the Activities may include workshops, camps, classes, special events, and community-based activities including meeting local community members, attending cultural events, visiting regional attractions, historic sites, parks, or schools, or working on service learning or community projects to experience the culture and community and support local projects. The Participant understands that at any time, for many and any reason, program plans and activities can change unexpectedly. The Participant also understands that at any time they may choose or may be asked NOT to participate in Activities or they may be asked to leave and not return to a project, program, event or activity site. The Participant hereby freely, voluntarily, and without duress, executes this Release under the following terms:

RELEASE AND WAIVER Participant does hereby release and forever discharge and hold harmless C.L.N. and its successors and assigns 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 Participant's Activities with C.L.N. Participant understands that this Release discharges C.L.N. from any liability or claim that the Participant may have against C.L.N. with respect to any bodily injury, personal injury, illness, death, property damage, and/or theft that may result from Participant's Activities with C.L.N. or anyone or any other organization that Participant may encounter while engaging in said Activities. whether caused by the negligence of C.L.N. or its officers, directors, employees, representatives, volunteers, or agents or otherwise. Participant also understands that C.L.N. 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.

MEDICAL TREATMENT Participant does hereby release and forever discharge C.L.N. from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with C.L.N., or with the decision by any representative or agent of C.L.N. in exercising the

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power to consent to medical or dental treatment, as such power may be granted and authorized.

ASSUMPTION OF THE RISK Participant understands that the Activities included work that may be hazardous to the Participant, including, but not limited to, construction, loading and unloading of various property, equipment operation, farming, or any other activities in and around a Participant program, camp, class, workshop, work site, community site, or educational enrichment program site. Participant hereby expressly and specifically chooses to participate of their own free will, assumes personal responsibility for that choice, and assumes the risk of injury or harm in the Activities and releases C.L.N. from all liability for injury, illness, death, or property damage resulting from the Activities or otherwise.

INSURANCE Participant understands that C.L.N. does not carry or maintain health, medical, travel, or disability insurance coverage for any Participant. Each Participant is encouraged and expected to obtain their own medical, health, evacuation, travel, and/or disability insurance coverage, and Participant acknowledges that they have medical health insurance coverage and/or are responsible for their own medical health expenses.

PHOTOGRAPHIC and MEDIA RELEASE Participant does hereby grant and convey unto C.L.N. all right, title, and interest in any and all photographic images and video or audio recordings made by C.L.N. during the Participants Activities with C.L.N., including, but not limited to, any proceeds or other benefits derived from such photographs or recordings. Participation may include interviews, the use of quotes, and the taking of photographs, movies, audio recordings, or video tapes on behalf of the educational non-profit Community Learning Network and Participant grants C.L.N. the right to edit, use, and reuse products for educational and charitable purposes including use in print, on the internet, and all other forms of media. Participant hereby releases C.L.N. and their agents and representatives from all claims, demands, and liabilities whatsoever in connection with the above.

OTHER Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Mexico. Participant agrees 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.

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SAFETY and CONDUCT GUIDELINES Participant hereby agrees and certifies that they will be be mindful of safety and will comply with any directions and guidelines provided by C.L.N. and their community partners and will comply and abide by the rules of law. Participant also agrees to be respectful and mindful of others, of the community, of diverse cultures, and of the environment, and will participate in good will, with a positive attitude and with a willingness to cooperate and collaborate as needed.

IN WITNESS WHEREOF, Participant certifies that s/he has read and agrees with the terms contained herein and hereby executes this Release on this date. A Parent or Guardian of a Participant under the age of 18, also certifies that s/he has read and agrees with the terms herein and hereby executes this Release on this date:

Participant (Print Name)

Date

Participant (Signature)

School/Organization/Company

Participant Address

City/ State

Zip

Participant Email

Participant Cell Phone

Participant Health Insurance Provider

Provider Phone Number

Policy / Group

Emergency Contact - Print Name

Emergency Contact - Email

Emergency Contact - Phone

Emergency Contact - Relationship

Parent/Guardian of Minor (Print Name)

Parent/Guardian of Minor (Signature)

Parent/Guardian of Minor Address

City/ State

Zip

Parent/Guardian of Minor Email

Parent/Guardian of Minor Cell Phone