

WAIVER TO PARTICIPATE IN PARDON GRAY EGG HUNT ACTIVITIES

By checking the above box and accepting these terms and conditions, you, the parent and/or legal guardian for the identified child/children (The parent, guardian and child/children are hereinafter collectively referred to as the "PARTICIPANT") hereby acknowledge that the child/children is/are registered to participate in activities, including but not limited to the hiding and finding of eggs at and/or around the premises known as the Pardon Gray Preserve (hereinafter the "Event Activities") scheduled to take place on April 4, 2021 or at such other times as may be scheduled by the TIVERTON LAND TRUST.

ASSUMPTION OF THE RISK. PARTICIPANT hereby assumes all of the risks of participating in the Event Activities, including without limitation, any risks that may arise from the negligence or carelessness of the TIVERTON LAND TRUST, its agents, members, directors, officers, contractors, representatives, volunteers, insurers, employees, successors and assigns (hereinafter the "LAND TRUST") and/or from dangerous or defective equipment or property owned, maintained, operated or controlled by the LAND TRUST.

INDEMNIFICATION. To the fullest extent permitted by law, the PARTICIPANT shall indemnify and hold harmless the LAND TRUST, its agents, members, directors, officers, contractors, representatives, volunteers, insurers, employees, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees (hereinafter "Claims"), arising out of or resulting from PARTICIPANT taking part in the Event Activities and/or PARTICIPANT'S presence at and/or on the Pardon Gray Preserve, including without limitation Claims (1) attributable to bodily injury, sickness, disease and/or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; (2) caused in whole or in part by any negligent act or omission of the PARTICIPANT, including without limitation their family, any guest of the PARTICIPANT, or any other PARTICIPANT taking part in the Event Activities; (3) caused in whole or in part by any misrepresentation made by the LAND TRUST and/or its agents, members, directors, officers, representatives, volunteers or employees that result in injury to PARTICIPANT, their guests, family members and or other participants taking part in the Event Activities; (4) that cause and/or contribute, in any way, to the worsening of any health condition, known or unknown, of PARTICIPANT, their guest, family members, or any other participants taking part in the Event Activities; and (5) attributable to any injury suffered on LAND TRUST property in connection with the Event Activities.

MEDICAL/COVID. PARTICIPANT will not take part in or otherwise observe in an event unless medically able and properly trained, and by checking the above box, acknowledges and certifies that PARTICIPANT is medically able to take part in the Event Activities and is in good health. PARTICIPANT further agrees to abide by the Center for Disease Control's (CDC) recommendations for the prevention of the spread of the 2019 Novel Coronavirus Disease (COVID-19) and other communicable diseases, and certifies and attests to having read the CDC's guidance at: <https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>. PARTICIPANT will not take part in the Event Activities or otherwise come onto any LAND TRUST property if experiencing any COVID-19 symptoms or has tested positive within the fourteen (14) days preceding the Event Activities.

PHOTO. PARTICIPANT grants permission to and authorizes the LAND TRUST to use and disseminate any photographs, which I may share online as part of the event, personal data provided during registration and post-event reporting, video or audio recordings, PARTICIPANT's name, likeness, image, photograph, voice, video or any other indicia of identity or any other record of this event for any lawful purpose, without charge, restriction or liability in perpetuity.

RELEASE. By taking part in the event, to the fullest extent permitted by law, PARTICIPANT waives, releases and discharges the LAND TRUST from any and all liability, including without limitation, liability arising from the LAND TRUST'S negligence, for PARTICIPANT'S death, personal injury, disability, property damage, property theft, or any other damage or actions of any kind which may affect or impact me in any way arising out of or that are related to the Event Activities and/or PARTICIPANT'S presence at and/or on the LAND TRUST'S property.

By checking the above box, PARTICIPANT acknowledges and agrees that it has read this document and voluntarily agrees, individually as the child/children's parent or guardian and on behalf of the child/children, to the terms and conditions set forth herein.