

Participant's Name (Please Print) _____
Last First

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Attendance at or Participation in Activities Associated with
the Tennessee Division of Forestry Riparian Buffer Program**

Assumption of Risks: The participation in activities associated with the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the activities that are made possible by the Program. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnity and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS the State of Tennessee, its officers and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the activities associated with the Program. .

Waiver: In consideration of my attendance at or participation in activities associated with the Tennessee Division of Forestry's Riparian Buffer Program (hereinafter "the Program"), I for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the State of Tennessee, its officers and employees **for any and all claims of liability** for personal injury, accident or illness (including death) and property loss arising from my attendance at or participation in activities associated with the Program. .

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Video Media Consent: I give the Tennessee Department of Agriculture, Division of Forestry (TDA) permission to make photographs, digital or video recordings, films or other likenesses of me, my children or legal ward. I hereby grant to TDA the unrestricted right to copyright any of the above-mentioned materials containing images of me or my children or legal ward as well as the unrestricted right to use and reuse them, with their caption information, in whole or in part, in any manner, for any purpose and in any medium now known or hereinafter invented. These rights include, but are not limited to, the right to publish, copy, distribute, alter, license and publicly display these materials and images for editorial, trade, marketing and/or advertising purposes. I also grant to TDA and its licensees the unrestricted right to use and disclose my name in connection with use of the above materials. I understand and agree that I will not be paid for any use described above. I also waive, and release and discharge the TDA, its officers, employees and/or agents from, any and all claims arising out of or in connection with any use of the materials, caption information and images described above, including any and all claims for libel, defamation and/or invasion of privacy or publicity. I realize I cannot withdraw my consent after I sign this form and I realize this form is binding on me and my heirs, legal representatives and assigns.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Participant

Date

Signature of Parent or Guardian of Minor

Date