

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of Southeastern Efforts Developing Sustainable Spaces (known as SEEDS) for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with SEEDS, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into SEEDS for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SEEDS FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH SEEDS, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SEEDS, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with SEEDS, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about SEEDS premises or in any way observing or using any facilities or equipment of SEEDS or participating in any program affiliated with SEEDS whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of SEEDS and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with SEEDS.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

/ /
Date Participant's signature

/ /
Date Parent's or Guardian's signature
(if participant is legally a minor)

MEDIA RELEASE WAIVER

Completion and execution of this Media Release Waiver is NOT considered a requirement for participation in SEEDS programming.

I do hereby agree to at anytime allow my printed name and/or photographs, likeness, images or representations of me or voice recordings ("recordings") in connection with my prior, current, or future participation of SEEDS programs in conjunction with, sponsored by, hosted by or facilitated by SEEDS. I agree the recordings may be used in their original or edited form and take the form of photographs, films, video and audiotapes, CD-ROMs, DVDs, digital files, and/or any other media.

I understand that use of the recordings may include, but not necessarily be limited to, the following:

- Internal use at SEEDS (e.g., may include but not limited to, newsletter, website, motivational posters, wall art)
- External non-commercial distribution (e.g., may include but not limited to, program materials, marketing collateral, recognition materials, publications, newspapers, events, television, satellite broadcast, webcast) and commercial distribution.

I hereby waive all rights and release SEEDS (including its officials, employees, representatives, agents, licensees, successors and assigns) from, and shall neither sue nor bring any proceeding against any such parties for, any claim or cause of action, whether now known or unknown based upon or relating to the use of the recordings.

Printed Student's Name: _____

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date: _____

ALLERGY NOTICE

Does your child have any food allergies?

Please list and/or explain any allergies below:

Signature: _____ Date: _____