

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND CONSENT**

The individual named below (referred to as "I" or "me") desires to participate in an activity (the "Activity") provided by, sponsored by, and/or affiliated with Tennessee Geographic Information Council ("TNGIC"). As lawful consideration for being permitted by TNGIC to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement"). The Activity may include, but shall not be limited to, any meetings, gatherings, conferences, forums, training, social events, transportation, and/or use of data and materials.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY MAY BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I acknowledge that the Activity may involve a test of a person's physical and mental limits. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the Activity. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this Activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activity at issue.

I hereby expressly waive and release any and all claims, now known or hereafter known, against TNGIC, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, property damage, or any other harm, arising out of or attributable to the Activities, whether arising out of the negligence of TNGIC or any Releasees or otherwise. I covenant not to make or bring any such claim against TNGIC or any other Releasee, and forever release and discharge TNGIC and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless TNGIC and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to the Activities.

This Agreement shall remain in perpetuity for all future Activities unless and until explicitly revoked in a signed agreement that is presented to and witnessed by a TNGIC officer (and signed by the officer).

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

This Agreement constitutes the sole and entire agreement of the TNGIC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of TNGIC and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

**BY ELECTRONICALLY CHECKING THE BOX ON THE REGISTRATION PAGE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TNGIC. ADDITIONALLY, BY ELECTRONICALLY CHECKING THE BOX, I INTEND TO MANIFEST MY CONSENT TO THE TERMS OF THE AGREEMENT IN THE SAME MANNER AS IF I HAD SIGNED THE AGREEMENT.**

**Any minor (under age 18) participating in any TNGIC event will be required to complete the signed version of the Agreement which includes signed consent from the parent or legal guardian of the minor. The signed version of the Agreement will be required before participating in the event.**