

WALLKILL VALLEY LAND TRUST, INC.

RELEASE FROM LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION

READ CAREFULLY BEFORE SIGNING

*** Each person must sign his/her own form ***

This Agreement sets forth the responsibilities and understandings of the person named below (“Volunteer”) and Wallkill Valley Land Trust, Inc. (“WVLT”) regarding the Volunteer’s access to or presence on property owned, co-owned, leased to, or managed by WVLT (“WVLT Property”) and the Volunteer’s activities performed or undertaken on behalf of WVLT (“Volunteer Activities”).

1. Assumption of Risk. I understand that there are inherently dangerous conditions and places, known and unknown, natural and manmade, on WVLT Property that may be hazardous. I fully recognize such dangers and I hereby voluntarily assume all risk of injury or harm and release WVLT, its officers, directors, employees, agents, and volunteers from all liability for injury, illness, death, financial loss or property damage resulting from anything which may occur on WVLT Property or from Volunteer Activities.

Additionally I fully recognize that there is a risk of my becoming ill or injured in an area remote from medical care and that WVLT cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities. I voluntarily assume such risk and release WVLT, its officers, directors, employees, agents and volunteers from all liability for injury, illness, death, financial loss or property damage resulting from lack of availability of medical care.

2. Conditions of WVLT Property and No Warranty. I agree that neither WVLT nor its officers, directors, employees, agents, and volunteers: (a) shall have any liability for any defect or dangerous natural or artificial condition on or relating to any WVLT Property or any Volunteer Activities; or (b) have made or are making any representation or warranty, expressed or implied, regarding: (i) the conditions of any WVLT Property; (ii) the safety of the Volunteer Activities or any of the equipment to be used in connection with such Volunteer Activities; (iii) any means of transportation to or from any WVLT Property; or (iv) any other aspect of any WVLT Property or any Volunteer Activities.

3. Volunteer Responsibility. I agree to take the responsibility to familiarize myself with the rules and regulations applicable to WVLT Property and the Volunteer Activities and to ensure that I have been properly instructed in and understand the use of any equipment I am to use in any Volunteer Activities. I recognize that my participation in said Activities may require sustained strenuous physical activity. I am in good health and am not aware of any physical or medical condition that might endanger myself or other participants in any of Volunteer Activities.

I agree that I will not participate in Volunteer Activities if I:

- (i) cannot meet the guidelines provided by the United States’ Centers for Disease Control and Prevention (“CDC”) at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>;

- (ii) experience symptoms of COVID-19, including but not limited to those provided by the CDC <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>;¹
- (iii) have a suspected or confirmed case of COVID-19; or
- (iv) have been exposed to any person with a suspected or confirmed case of COVID-19.

I also understand and acknowledge that disease processes (including, but not limited to, the widespread novel coronavirus resulting in COVID-19) can occur in all environments, including WVLT Property and during Volunteer Activities. I agree that it is my sole responsibility to take all steps necessary to safeguard myself from possible exposure. I agree that by engaging in Volunteer Activities, I am accepting and assuming the risk that I may be exposed to COVID-19 or other disease processes.

I understand and accept the risk that I may become ill, potentially with permanent injuries, loss of function or other physical, mental or other permanent impairment, or that I may die, or that I may infect others who may suffer these consequences, or some combination of the foregoing or other injuries currently not widely known.

4. Release from Liability, Waiver of Claims and Indemnification. Acting for myself and my heirs, executors, personal representatives, successors, administrators and assigns, I forever release and discharge WVLT and its officers, directors, employees, agents and volunteers and the successors and assigns of each of them (in each case, a "Released Party"), of and from all claims, losses, damages, costs, expenses and other liabilities, including (but not limited to) reasonable attorneys' fees (in each case, a "Claim"), whether known or unknown, foreseen or unforeseen, relating to property damage or the death, injury, pain or mental trauma of myself or any other person, and resulting, directly or indirectly, from my participation in Volunteer Activities or my presence on WVLT Property.

Without limiting the above, I agree not to sue any of the Released Parties for any such Claims and to waive any such Claims which I may have at any time against any of the Released Parties relating to property damage or the death, injury, pain or mental trauma of myself or any other person, and resulting, directly or indirectly, from my participation in Volunteer Activities or my presence on WVLT Property

I agree to indemnify and defend each of the Released Parties against, and to hold each of the Released Parties harmless of and from any Claims resulting, directly or indirectly, from my participation in Volunteer Activities or my presence on WVLT Property relating to property damage or the death, injury, pain or mental trauma of any other person.

¹ People with COVID-19 report a wide range of symptoms, ranging from mild or no symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19:

- Cough
- Shortness of breath or difficulty breathing
- Fever
- Chills
- Muscle pain
- Sore throat
- New loss of taste or smell

This list is not all exclusive. Other less common symptoms include gastrointestinal symptoms like nausea, vomiting or diarrhea.