# DigitalNaturalism



## **RELEASE AND WAIVER OF LIABILITY**

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this <u>day of</u>, 20, by (the "Volunteer") in favor of The Digital Naturalism Conference, Andrew Quitmeyer, Sid Drmay, Lee Wilkins, and its associates, employees, and agents.

The Volunteer desires to work as a volunteer for The Digital Naturalism Conference and engage in the activities related to being a volunteer for The Digital Naturalism Conference (the "Activities"). The Volunteer is under no obligation to perform any of the Activities, but understands that the Activities may include welding, grinding, cutting, climbing, lifting, drilling, sanding, painting, bending, working with chemicals, working with various equipment related to woodworking, metal working, electronics work, soldering, arts, crafts, interactive performances, exposure to tropical climates, exposure to natural land-based hazards, exposure to natural marine based hazards, riding in boats and other sailing vessels, and doing all manner of work related to the building of a large structures, maintenance of the grounds, or other work as involved with The Digital Naturalism Conference. As a Volunteer, you may be exposed to hazardous conditions or other circumstances which can lead to personal injuries. This waiver is adapted from the waiver used by the SV Seeker.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Andrew Quitmeyer, Sid Drmay, Lee Wilkins, The Digital Naturalism Conference, its employees and associates (hereinafter "Dinacon") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with Dinacon.

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES **DINACON** FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST **DINACON** WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, THEFT OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH **DINACON**, WHETHER CAUSED BY THE NEGLIGENCE OF **DINACON** OR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT **DINACON** DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS. 2. Medical Treatment Volunteer does hereby release and forever discharge Dinacon from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Dinacon.

3. Assumption of the Risk. The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to, may include welding, grinding, cutting, climbing, lifting, drilling, sanding, painting, bending, working with chemicals, working with various equipment related to woodworking, metal working, electronics work, soldering, arts, crafts, interactive performances, exposure to tropical climates, diseases, exposure to natural land-based hazards, exposure to natural marine based hazards, riding in boats and other sailing vessels, and doing all manner of work related to the building of a large structures, maintenance of the grounds, or other work as involved with The Digital Naturalism Conference, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases **Dinacon** from all liability for injury, illness, death, or property damage resulting from the Activities.

4. Insurance. The Volunteer understands that, Dinacon does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. **Photographic Release, Documentation, and License.** Volunteer will retain all legal ownership and copyright over whatever they personal create (Though they are encouraged to share their work freely).

For documentation and works created by the conference organizers, the Volunteer does hereby grant and convey unto **Dinacon** all right, title, and interest in any and all photographic images and video or audio recordings made by **Dinacon** during the Volunteer's Activities with **Dinacon**, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. In turn, everything we create at Dinacon will be released freely under a "Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License."

6. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted. Volunteer also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the **remaining provisions of this Release which shall continue to be enforceable.** 

#### IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer:	 Witness:	

Guardian name and signature if volunteer is under 18 years of age:

Guardian Name: \_\_\_\_\_\_ Signature: \_\_\_\_\_

#### **VOLUNTEER INFORMATION**

Name		DOB:
Address:		
Phone:	, Email:	

#### **EMERGENCY CONTACTS**

Name:		
Address:		
Phone day:	evening:	cell:
E-mail:		
Name:		
Address:		
Phone day:	evening:	cell:
E-mail:		

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#### **OTHER INFORMATION**

Is there any other information we need to know about you? Are you on any medication we need to be aware of? Do you have any medical conditions or allergies that medical providers would need to know about? Do you have any conditions which would affect your ability to volunteer? Please list below: