

# Media Release and Waiver of Liability Form

## Plant a Million Corals Foundation

I, \_\_\_\_\_, have agreed to volunteer and donate labor services to Plant a Million Corals Foundation, Inc. ("PAMC"), a Florida nonprofit corporation, to conduct coral planting and restoration services for PAMC (the "Program"). The Program is based in Summerland Key, Florida, but may also take place at various locations across Florida depending on PAMC's assessment of need at its sole discretion (the "Service Locations"). In consideration for being allowed to participate in the Program at the Service Locations, I, for myself and my estate, heirs, successors, and assigns, agree to and acknowledge the following terms and conditions in this Release and Waiver of Liability Form ("Agreement"):

1. **Assumption of Risk.** I recognize that the Program may involve strenuous physical activity and manual labor including, but not limited to, assembling, lifting, and moving boxes; bending, twisting, and carrying more than 30 pounds; walking, boating, and/or swimming to and from coral restoration sites; walking on and carrying supplies across beaches; scuba diving and planting corals underwater; constructing relevant material using simple and power tools including, but not limited to: drills, saws, and hammers; and other Program activities, all of which may require varying levels of skill to perform safely. I understand that manual labor, other Program activities, or the intentional and negligent acts or omissions of other program participants may lead to minor, serious, or even fatal injuries. I know, appreciate, and voluntarily personally assume the inherent risks involved in participating in the Program.
2. **Participant Representation.** I hereby affirm that I am in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this Program and that I have the skill necessary to participate in the Program safely.
3. **Hold Harmless.** I agree to waive, release, and hold harmless PAMC, including its officers, directors, board members, employees, agents, and insurers, from and against any expense, claims, damages (including incidental, consequential or special damages), liabilities, or losses (collectively "Claims"), whether known or unknown, anticipated or unanticipated, arising from my participation in the Program, including Claims for property damage, serious injury, or death that result from or are alleged to have resulted from: (a) the acts or omissions of PAMC, its officers, directors, board members, employees, agents, or insurers, or of other program participants; (b) any alleged defect or dangerous condition of the Property; or (c) my use of the Property to participate in the Program.
4. **Property.** I understand and agree that PAMC has the right in its sole discretion to, at any time and for any reason, revoke my access to the Property.
5. **Photographic Release.** I agree to grant and convey to PAMC authorization to use in perpetuity, and all right, title, and interest in any and all photographic images and video or audio recordings made by and for PAMC of myself, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **Entire Agreement.** This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
7. **Severability.** If any portion of this Agreement is found to be unenforceable, all other portions remain in effect.
8. **Florida Law.** This Agreement and any action, claim, damage, or liability arising out of or relating to it (a "Dispute") shall be constructed and governed by the laws of the State of Florida, without regard to any conflict of law provisions. I hereby consent to the exclusive jurisdiction and venue of the courts of the State of Florida sitting in Monroe County, or any applicable Florida appellate court. A Dispute may only be brought in one of those courts.

I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND IT. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN RIGHTS THAT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST PLANT A MILLION CORALS FOUNDATION, INC. AND ITS OFFICERS, DIRECTORS, BOARD MEMBERS, EMPLOYEES, AGENTS, AND INSURERS.

(Date)

\_\_\_\_\_ (Participant Signature)

(Participant Printed Name)

\_\_\_\_\_ (Guardian Signature, if minor)

(Guardian Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)