



# Guam Department of Agriculture

## Release and Waiver of Liability

**Important:** A Parent/Guardian of each Participating Minor must complete and sign this form before any minor may participate in the Volunteering for ALL Department of Agriculture Tree Planting Events ("Activity"). **Read this waiver very carefully before you sign.** This Release and Waiver will remain effective 1 year from date of signature.

**Release and Waiver of Liability:** This Release and Waiver of Liability ("Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_(month), 2024 (year). I freely and voluntarily agree as follows, for myself, and/or as the Parent/Guardian of any Participating Minor(s) covered by this Release:

- 1. Waiver and Release.** I and any Participating Minor(s) understand and agree that neither the Government of Guam, the Department of Agriculture, nor any of their respective employees, officers, agents or assigns, nor any Activity promoter, sponsor, organizer, or coordinator, (collectively referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of participation in the Activity, or as a result of product liability or the negligence, whether passive or active, of any party, including other volunteers and the Released Parties, in connection with the Activity. I and any Participating Minor(s) hereby release and forever discharge and hold harmless the Released Parties and any successors and assigns of the Released Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from participation in this Activity. I and any Participating Minor(s) understand and acknowledge that this Release discharges the Released Parties from any liability or claim that I or any Participating Minor(s) may have against the Released Parties with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in the Activity. It is also understood that the Released Parties do 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, illness, death or property damage.
- 2. Acknowledgements.** I and any Participating Minor(s) will not participate under the influence of alcohol or any drug that could impair physical or mental abilities. I and any Participating Minor(s) are familiar with the safe operation and use of machinery, equipment, or tools that may be utilized in connection with the Activity, and will not undertake to use any unfamiliar machinery, equipment or tools that I or the Participating Minor(s) do not know how to operate safely. I and any Participating Minor(s) have received appropriate instruction regarding this Activity, including appropriate safety and emergency procedures, and fully understand those instructions.
- 3. Insurance.** It is specifically acknowledged that I and any Participating Minor(s) are engaging in this Activity voluntarily, and not as a Government of Guam employee, agent, official, officer or representative, and further acknowledge that I and any Participating Minor(s) are not entitled to any compensation, benefit or insurance coverage from the Released Parties. I and any Participating Minor(s) will make no such claims, and understand that any such claim for compensation or liability on the part of Released Parties are expressly waived by the Participant or Parent/Guardian and any Participating Minor(s), beyond what may be offered freely by the representative of the Released Parties in the event of such injury or medical expense.
- 4. Medical Treatment.** I and Participating Minor(s) hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during participation in the Activity. No known physical or health limitation prevents me from safely participating in this Activity. In Consideration for being allowed to participate, I personally assume all risks, whether foreseen or unforeseen, in connection with the Activity of any harm, injury or damage that may befall me as a participant. If I am injured during the Activity, I authorize any physician licensed in a state or territory of the United States to perform such emergency treatment as he or she believes, in his or her sole judgment, may be necessary. I am over the age of eighteen and legally competent to sign this Release, and have the authority to sign on behalf of any Participating Minor(s).
- 5. Assumption of Risk.** I and any Participating Minor(s) understand that participation in the Activity may include certain risks, not limited to: the risks of possible injury, infection or loss of life as a result of: contact with needles, condoms, metal objects, burning embers or other hazardous materials, wild animals, poisonous plants, snakes, insects; heat exposure; over-exertion; or environmental conditions, including but not limited to flooding, rockslides, sun exposure, water hazards, or dangerous terrain. If I intend to use a watercraft or any specialized equipment in connection with the Activity, I also understand the risks related to the acquisition and use of such crafts and equipment, including but not limited to risks related to marine facilities and equipment, fuels and lubricants, weather, tides, water movement, watercraft operation (including risks related to exertion), collisions, water temperature (including hypothermia), swimming proficiency, and rescue efforts. I and any Participating Minor(s) hereby expressly assume the risk of injury or harm in these activities and release the Released Parties from all liability for injury, illness, death, or property damage resulting from the Activity.
- 6. Photographic Release.** I and any Participating Minor(s) grant and convey unto the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made by the Released Parties or other participants during participation in the Activity.



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## Release and Waiver of Liability (Continued)

7. **Other.** I and any Participating Minor(s) expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of Guam and the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the Territory of Guam, and further agree 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.

Name of Participant or Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

### **A PARENT OR LEGAL GUARDIAN MUST SIGN ABOVE ON BEHALF OF ANY PARTICIPATING MINOR(S)**

I, the person named above, am the parent or legal guardian of all listed Participating Minor(s) and each has my permission to participate in the Activity. I have read and agree to the provisions stated above for myself, the Participating Minor(s) and anyone else acting on behalf of the Participating Minor(s).

BY SIGNING ABOVE, I, THE PARENT AND/OR LEGAL GUARDIAN OF THE PARTICIPATING MINOR(S), UNDERSTAND THE NATURE OF THE ACTIVITY AND THE NATURE OF THE MINOR(S)' EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR(S) TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES IN CONNECTION WITH THIS ACTIVITY WHICH ARE CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, INCLUDING VOLUNTEERS OR NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE THAT IF I OR THE MINOR(S), OR ANYONE ON THE MINOR(S)' BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

To express my understanding of this Release, I, the Parent or Legal Guardian of the Participating Minor(s), signed above.

Name of Participating Minor: \_\_\_\_\_ Home Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Name of Participating Minor: \_\_\_\_\_ Home Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Name of Participating Minor: \_\_\_\_\_ Home Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Name of Participating Minor: \_\_\_\_\_ Home Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_