

National Conservation Foundation/NCF-Envirothon
COVID-19 AND EVENT PARTICIPATION RELEASE, WAIVER, and INDEMNITY AGREEMENT
For the 2022 NCF-Envirothon Ohio Competition

TO THE PARTICIPANT AND THE PARENT/GUARDIAN: THIS DOCUMENT IS A RELEASE, WAIVER AND INDEMNITY THAT AFFECTS YOUR LEGAL RIGHTS. READ THOROUGHLY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND YOUR LEGAL RIGHTS OR HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS DOCUMENT, OBTAIN INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN IT.

"You" or "Participant" as used in this form means the person filling out this form and/or attending the 2022 NCF-Envirothon Ohio Competition (if the individual attending is under age 18). "Representative" as used in this form means NCF/NCF-Envirothon board members, committee members, employees, state/provincial/partner nation Envirothon program representatives, agents, insurers, sponsors, partners/affiliates, successors, assigns and any and all other persons or entities on NCF/NCF-Envirothon's behalf.

The National Conservation Foundation (NCF) and NCF-Envirothon ("NCF/NCF-Envirothon") COVID-19 and Event Participation Release, Waiver and Indemnity Agreement ("Agreement") must be completed by any and all individuals attending the 2022 NCF-Envirothon Ohio Competition activities over the dates of July 24-30, 2022, in Oxford, Ohio, including without limitation to attendance at meetings, trainings, receptions, meals, tours, and/or any other 2022 NCF-Envirothon Ohio Competition related activities.

If the individual attending the 2022 NCF-Envirothon Ohio Competition is under the age of 18, then an Authorized Parent or Legal Guardian must give their acknowledgement and consent to the Agreement, in addition to the underaged Participant.

Note that this Agreement:

- Must be completed without regard to the vaccination status of you, your guests, or anyone accompanying you.
- May be revised accordingly as appropriate to reflect changes made to federal, state, local or university requirements prior to the 2022 NCF-Envirothon Ohio Competition.

Governing Law and Jurisdiction

Any issue involving the creation, interpretation, performance, or enforcement of this AGREEMENT shall be governed by the applicable laws of the United States of America and the State of Ohio, notwithstanding any conflict of laws principles. You hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Butler, State of Ohio and irrevocably agree that all actions or proceedings arising out of or relating to this AGREEMENT shall be litigated exclusively in such courts. You expressly submit and consent to the jurisdiction of the aforesaid courts and waive any defense of forum non conveniens.

AUTHORIZED SIGNATURE: _____

Assumption of Risk and Release of Liability Relating to Coronavirus/COVID-19

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people, or significantly limited the size of any gathering.

With guidance from appropriate local, state, federal and/or University COVID-19 health regulations, NCF/NCF-Envirothon will utilize preventative measures to reduce the spread of COVID-19. However, NCF/NCF-Envirothon cannot guarantee that you will not become infected with COVID-19, any other virus or any other communicable illness or disease (the “Illness” or “Illnesses”) as a result of attendance or through travel to/from the event or your stay at Miami University (“University”), or as a result of participating in meetings or other activities related to your participation in NCF/NCF-Envirothon-sponsored events. Further, attending NCF/NCF-Envirothon programs or events could increase your risk of contracting an Illness.

By signing this Agreement:

- You acknowledge the contagious nature of the Illnesses and VOLUNTARILY ASSUME THE RISK that you may be exposed to or infected by Illnesses by participating in or attending the 2022 NCF-Envirothon Ohio Competition and activities and that such exposure or infection may result in personal injury, illness, disease, sickness, permanent disability, and possibly death to yourself or others with whom you come in contact.
- You acknowledge an inherent risk of exposure to COVID-19 exists in any public place where people are present, including those with or without masks and additional personal protective equipment (“PPE”) or improperly using masks or PPE.
- You understand that the risk of becoming exposed to or infected by Illnesses while participating in the 2022 NCF-Envirothon Ohio Competition may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, University or Representatives, other program meeting participants and their families, carriers of the virus who do not have symptoms of COVID-19, as well as persons unrelated to NCF/NCF-Envirothon.
- You understand and acknowledge that NCF/NCF-Envirothon, its adult leaders and representatives cannot guarantee your safety or mitigate all risks involved in your participation in the 2022 NCF-Envirothon Ohio Competition.

As affirmed and accepted by my signature below, I AGREE, UNDERSTAND AND VOLUNTARILY ACCEPT AND AGREE TO ASSUME ALL the foregoing risks and accept sole responsibility for any exposure that could result in Illness to myself (including, but not limited to, personal injury, sickness, disability, and death), as well as any Illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in or at a sponsored or hosted NCF/NCF-Envirothon activity.

On my behalf, I hereby release and agree to not take any legal action, and hereby formally discharge, release, and hold harmless NCF/NCF-Envirothon, its affiliates, subsidiaries, directors, officers, employees, agents, and representatives, and the directors, officers, employees and agents of each such affiliate and subsidiary of NCF/NCF-Envirothon from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to such participation.

Further, I UNDERSTAND AND AGREE that this release includes any claims based on the actions, omissions, or negligence of NCF/NCF-Envirothon, its employees, agents, and representatives, whether an Illness or event occurs before, during, or after participation in any 2022 NCF-Envirothon Ohio Competition activity or related event.

By the execution and delivery of this disclaimer, waiver and release, I hereby acknowledge and affirm that neither I, nor any other person that may accompany me in connection with any 2022 NCF-Envirothon Ohio Competition program, activities or events:

- (1) has been diagnosed as having contracted any Illness within the last 14 days; or
- (2) is suffering from symptoms related to any Illness, including but not limited to: an elevated temperature (i.e., above 100.4 degrees Fahrenheit), a persistent cough, body or muscle aches, a “runny” nose, diarrhea, fever, chills, unusual fatigue, a sore throat, shortness of breath or difficulty breathing, or a recent loss of the sense of taste or smell.
- (3) I further acknowledge that should I become ill between the date of signing this release and the meeting dates, I will notify NCF/NCF-Envirothon immediately.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS NCF/NCF-Envirothon and its Representatives from any and all liability, claims, losses, suits, damages and demands of any kind or nature, including without limitation, costs, reasonable attorney's and expert's fees, any other expenses of any kind, that may be claimed, due, incurred or paid in connection with or arising out of any property damage, bodily or personal injury, death or other loss, injury or damage that were suffered by or associated with your participation in the 2022 NCF-Envirothon Ohio Competition or transportation to or from the 2022 NCF-Envirothon Ohio Competition, and whether caused by the negligent, gross negligent or intentional acts of any person or entity, including but not limited to NCF/NCF-Envirothon's own negligence.

FUTHERMORE, by signing this agreement:

- (i) I sign this Agreement voluntarily and without any coercion or undue influence and without any expectation or promise by NCF/NCF-Envirothon or its Representatives.
- (ii) I acknowledge receipt of a full copy of this AGREEMENT.
- (iii) I acknowledge the assumption of the risk from COVID-19, Other Viruses and Communicable Illnesses.
- (iv) I acknowledge and agree to abide by all COVID-19 Preventative Measures put in place and enforced by NCF/NCF-Envirothon and Representatives to reduce the spread of COVID-19.
- (v) I acknowledge and agree that failure to comply with COVID-19 Preventative Measures may result in disciplinary action, including but not limited to disqualification from the event and/or immediately being sent home at mine or my parent/legal guardian's expense.

AUTHORIZED SIGNATURE: _____