



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 ____ day of _____, 2023, in favor of SC Native Plant Society, a nonprofit corporation, and the Upstate Chapter, their directors, officers, employees, members, trip leaders, and agents (collectively, “SC Native Plant Society”).

The Participant desires to engage in society activities/events (the “Activities”) related to the Spring Plant Sale, and understands that the Activities may include traveling or being transported, hiking, or other outdoor recreation.

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

Release and Waiver. Participant does hereby release and forever discharge and hold harmless SC Native Plant Society, their heirs, executors, personal representatives, successors and assigns 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 Participant’s Activities with SC Native Plant Society.

Participant understands that this Release discharges SC Native Plant Society from any liability or claim that the Participant may have against SC Native Plant Society with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant’s Activities with SC Native Plant Society, Whether caused by the negligence of SC Native Plant Society or its officers, directors, employees, members, trip leaders or agents or otherwise. Participant also understands that SC Native Plant Society 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.

Medical Treatment. Participant does hereby release and forever discharge SC Native Plant Society, their heirs, executors, personal representatives, successors and assigns from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant’s Activities with SC Native Plant Society.

Assumption of the Risk. The Participant understands that the Activities that may be hazardous to the Participant, including, but not limited to, traveling, being transported, hiking or other outdoor recreation.

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases SC Native Plant Society, their heirs, executors, personal representatives, successors and assigns from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Participant understands that SC Native Plant Society does not carry or maintain health, medical, or disability insurance coverage for any Participant.

Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release. Participant does hereby grant and convey unto SC Native Plant Society all right, title, and interest in any and all photographic images and video or audio recordings made by SC Native Plant Society during the Participant's Activities with SC Native Plant Society, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Participant 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, Participant has executed this Release as of the day and year first above written.

Printed Name

Signature