

WAIVER, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

This Assumption of Risk, Waiver, Release of Liability, and Indemnification Agreement (the “*Agreement*”) is entered into by and between the undersigned participant (the “*Participant*”) (if the Participant is under the age of 18 years old, the Participant’s parent/legal guardian shall sign below, which signature shall evidence the parent/legal guardian’s understanding and agreement to the terms and conditions set forth herein on behalf of the Participant and the parent/legal guardian), and Trees Lexington! Inc., with a registered address of PO Box 1046, Lexington, KY 40588 (“*Trees Lexington*”).

Recitals

- A. The Participant desires to participate in a Volunteer activity conducted by Tree Lexington, which may include numerous physically-intensive or dangerous activities or tasks, including, without limitation, carrying, digging, hauling, planting, pruning, transplanting, and/or watering trees, and/or mulching, and/or delivering and transporting trees by vehicle and unloading them (the “*Activity*”) and understands the Activity may be conducted in a variety of traffic conditions and also weather conditions, including, without limitation, accumulation, precipitation, wind, and/or wintry temperatures. Additionally, the Activity may include educational and/or informational programming and content, including picture and video content, about which Trees Lexington makes no representation or warranty;
- B. During and following the Activity, Trees Lexington will not be responsible to the Participant or for the Activity in any way;
- C. In consideration for the opportunity to participate in the Activity, the Participant has agreed to execute the following Agreement as to Trees Lexington and all its employees, agents, directors, officers, partners, and representatives (the “*Released Parties*”):

1. **Acknowledgement of Risks.** The Participant acknowledges that the Activity to be conducted by Trees Lexington and in which the Participant is to participate may pose inherent risks, dangers, and hazards, which may arise from foreseeable or unforeseeable causes and/or the negligent acts of the Released Parties, including, without limitation, latent ailments, serious physical injury, contraction of and/or exposure to the COVID-19 coronavirus or its strains, and/or death. The Participant further acknowledges that said risks, dangers, and hazards cannot be fully eliminated. The Participant willingly, freely, and voluntarily agrees to assume all risks, dangers, and hazards on behalf of the Participant, and all responsibility for any injuries, losses, and/or damages sustained by or to the Participant or the Participant’s person or property, or in any way related to the provided Activity, except for losses or damages caused by willful, wanton, reckless, or grossly negligent conduct.

2. **Waiver; Release; Indemnification.** The Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, actions, damages, fines, penalties, liabilities, and expenses (including reasonable attorneys’ fees) in connection with loss of life, personal injury, or damage to property arising out of, or in any way related to, the provided Activity. The Participant knowingly and voluntarily waives all claims against the Released Parties, whether known or unknown, for any injury to any person or any damage to any property from any cause whatsoever arising out of the provided Activity. The Participant understands and agrees that if he or she or anyone on the Participant’s behalf, brings any claim or action which would be barred by this Agreement, the Released Parties will be entitled to recover from the Participant the attorneys’ fees and costs incurred in defending against the claim or action.

3. **COVID-19 Coronavirus Acknowledgement.** The COVID-19 coronavirus is an extremely contagious virus that spreads easily through contact with infected persons and objects. The Participant understands and acknowledges that the risk of exposure to and infection with COVID-19 cannot be fully eliminated and Trees Lexington cannot guarantee and in no way warrants that COVID-19 exposure or infection will not occur if

individuals congregate or come into close contact during the Activity. The Participant freely and voluntarily agrees to assume all risks of exposure to and infection with COVID-19 arising out of or in any way related to the Participant's participation in the Activity. The Participant further understands and acknowledges that it is the Participant's responsibility to ensure he/she is free of COVID-19 symptoms and infection prior to participating in the Activity. The Participant expressly understands and agrees that it his/her duty to indemnify, defend, and hold harmless the Released Parties, as set forth in Section 2 herein, extends to claims, actions, losses, damages, fines, penalties, liability, and expense (including attorneys' fees, costs, and expenses) arising out of or in any way related to damage, illness, injury, and/or loss of life any individual may incur or experience due to exposure to or infection with the COVID-19 coronavirus as a result of or in relation to the Activity.

4. **Photographic Release.** The Participant hereby grants and conveys to Trees Lexington all rights, title, and interest in any and all photographs, images, video, and audio recordings of the Participant, his/her likeness, or voice which is taken by Trees Lexington in connection with the Participant's participation in the Activity.

5. **Relationship of the Parties.** The parties hereto understand and agree that the Participant is participating in the Activity voluntarily on an unpaid basis and not as an employee of Trees Lexington or an independent contractor. Nothing herein shall be construed as creating an employment relationship between the parties or entitling the Participant to any employment benefits from Trees Lexington.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

7. **Severability.** If any provision of this Agreement, or the application of that provision to any persons or circumstances, shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected and shall continue in full force and effect, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Participant and Released Parties, and supersedes any prior representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, between the Participant and Released Parties.

9. **Further Acknowledgment.** The Participant enters this Agreement knowingly and voluntarily and in exchange for the provided Activity. The Participant further acknowledges that he or she has been provided sufficient time to read and consider the nature and scope of this Agreement.

I, the undersigned Participant, have carefully read the above and, by signing, agree that it is my express intent to enter into this Agreement and be bound by the terms herein.

Participant Signature

Participant Printed Name

Date