

**EL HEFNI EDUCATIONAL FOUNDATION
(QUARRYBROOK OUTDOOR LEARNING CENTER)**

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Release, Waiver of Liability and Indemnity Agreement is made and entered into this _____ day of _____ (*month*), 20__ (*year*) by and between, The El Hefni Educational Foundation, a Massachusetts charitable trust, hereinafter referred to as “Foundation”, and _____ (*participant’s name*) hereinafter referred to as the “Participant”, and if the Participant is a minor, Participant’s parent or legal guardian _____ (*adult’s name if applicable*), also referred hereinafter as “Participant”.

The Foundation is the owner of approximately 245 acres of land located off Roulston Road in Windham, New Hampshire, hereinafter referred to as the “Premises”. The Premises is the location of The El Hefni Educational Foundation’s Quarrybrook Outdoor Learning Center (“Quarrybrook”).

In consideration for and as a condition of Participant being allowed to enter and use the Premises for any purpose, Participant:

1. Agrees to abide by all of the Foundation’s rules and regulations;
2. Acknowledges, understands and agrees: (a) that the activities on the Premises involve some inherent risk, including the risk of death, bodily or emotional injury, or property damage; and (b) to assume full responsibility for any and all risks involved in or arising from Participant’s use of or presence upon the Premises including, but not limited to, the risk of death, bodily or emotional injury, or property damage arising from or relating to the negligence or deliberate act of the Foundation, any of the Releasees (as defined below) or of another person or entity.
3. Agrees to release the Foundation and all of its successors, assigns, subsidiaries, affiliates and related entities and their respective trustees, beneficiaries, officers, directors, shareholders, managers, members, employees, volunteers, contractors, agents and representatives (collectively “Releasees”) from any and all actions, claims, demands, or causes of action that Participant or his/her successors, assigns, heirs, distributees, guardians, next of kin, spouse or legal representatives now have, or may have in the future, for death, bodily or emotional injury, or property damage, arising out of Participant’s use of or presence upon the Premises whether caused by the negligence or deliberate act of the Foundation, any other Releasees or any other person or entity. Participant also agrees that he/she and his/her successors, assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives shall not

make a claim against, sue, or attach the Premises or any Releasee in connection with any of the matters covered by this release.

4. Agrees to indemnify, defend and hold harmless the Foundation and any of the Releasees from, any and all claims, causes of action, loss, liability, damages, judgments, settlements, costs or expenses, including attorneys' fees, which in any way arise from or relate to Participant's use of or presence upon the Premises.
5. Grants the Foundation the right to photograph, videotape, or record Participant and to use his/her name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.
6. Understands that substantial legal rights are released and waived by this Agreement. Participant also agrees that his/her rights have been waived voluntarily and that Participant has received a copy of this Agreement, has read or has had an opportunity to read it, and understands it.

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE,
PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST
SIGN WHERE INDICATED**

PARTICIPANT

PARENT / LEGAL GUARDIAN

Signature

Address: _____

Signature

Address: _____

Executed on _____ (month and day), 20__ (year)