

**TRAIL TO RECOVERY  
RELEASE, WAIVER OF LIABILITY AND  
LICENSE TO USE IMAGE AND LIKENESS**

I am aware that while participating in any event with Trail to Recovery ("Trail"), I may be exposed to outdoor elements and may be exposed to a variety of weather conditions, terrain and unforeseeable circumstances or events. I also understand and acknowledge that I may share lodging or campsites with other participants whom I may not know or have previously met.

With this waiver I agree and acknowledge that: (i) I will be engaging in physical activities, including water activities and sports where there is a risk of drowning; (ii) I will be engaging in hazardous and extreme activity, some of which may include group exercises or offroad vehicles; (iii) I may drive or be driven in off-road vehicles. I represent and warrant that (a) I am a reasonably proficient swimmer and that I have the ability to swim in open bodies of water without assistance or training and (b) I am a reasonably proficient driver and hold a valid driver's license. Except where due to Trail's gross negligence or willful misconduct or where otherwise prohibited by law, Trail shall have no responsibility or liability for my participation in (x) any water activities, (y) group activities, (z) driving activities, (xx) hazardous or extreme activities or (yy) camping (items (x) – (yy) collectively, the "Activities"); I understand and acknowledge that I may be engaging in any of the Activities without supervision or assistance. If I am not competently qualified to participate in any of the Activities, I agree not to do so during any event with Trail.

Furthermore, with this waiver, except where expressly otherwise prohibited by law, I expressly assume the risk of injury or death that results from Trail, its agents, employees, members, officers, directors, staff and fellow event participants, for my own safety, including on any premises, real or personal property of, provided by and/or used by Trail, including during the Activities. Any gear or equipment provided by Trail is provided AS-IS and with all faults. Trail will not be liable or responsible for any injury, loss or damage resulting from use of any Trail-provided equipment or gear.

To the fullest extent permitted by law, with the knowledge of the foregoing, and as an inducement for Trail to allow me to attend, join or participate in events or other opportunities on their property or any third party's property, I hereby unconditionally waive and release any and all rights that I or my heirs may have to make a claim against Trail, its employees and fellow event attendees, arising from any damages, injury, or death which I might sustain or which might occur as a result of the event hosted by Trail or as a result of interacting with other Trail event attendees. I further agree to indemnify, defend and hold harmless Trail and all of the foregoing from any claims which I might make or which might be made on my behalf by others or which might be made against me by others, arising from participating in the Activities, including under the supervision of Trail's agents, employees, members, officers, directors and/or staff. Furthermore, I agree to indemnify, defend and hold harmless, Trail, its employees, affiliates, agents, participants, fellow event attendees, successors and/or assigns, from and against any personal injury, death, loss, or damage to any personal property, including against or brought by any other event attendees, participants and/or third parties, the property and/or premises where the event is held, which might occur during or as a result of the event hosted by Trail, including without limitation, any social functions sponsored by Trail or held on Trail's behalf or for Trail's benefit, when such injury, death, loss or damage occurs on Trail's property or premises.

Additionally, I hereby grant to Trail a royalty-free, worldwide, transferable and sublicensable (through multiple tiers), right, license and permission to utilize my name, image, videos, likeness and any other marks (collectively, the "Marks") for the purpose of promotional and other uses in Trail's discretion, including in certain marketing and promotional literature distributed by Trail, until such time as I revoke this license in writing to Trail (an email to [contact@trailtorecovery.org](mailto:contact@trailtorecovery.org) is sufficient). Any such revocation shall apply prospectively only, and shall not require Trail to recall, unpublish or destroy any materials using the Marks that were created, published or distributed prior to Trail's receipt of the revocation, and Trail will remove or take down digital content it controls (such as its own website and social media accounts) within a reasonable time upon request. I may also decline to be photographed or recorded at any Trail event by notifying a Trail staff member or volunteer at the event.

I warrant that I have the right to grant Trail the right to use the Marks as set forth herein, and that I have full authority to enter into this agreement and grant the rights herein granted. I agree that there is no fee, expense or cost associated with Trail's use of the Marks.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT TO THE FULLEST EXTENT PERMITTED BY LAW, I AM GIVING UP, (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST TRAIL, AND ANY PARTICIPANTS, OR EMPLOYEES WHO I INTERACT WITH, FOR ANY INJURIES I MIGHT ENCOUNTER WHILE PARTICIPATING IN THE ACTIVITIES, AND THAT I AM INDEMNIFYING AND HOLDING HARMLESS, TRAIL, AND ITS EMPLOYEES, STAFF, REPRESENTATIVES AND VOLUNTEERS, WHERE I PARTICIPATE IN THE EVENT, INCLUDING FOR INJURING ANYONE ELSE OR DAMAGING ANY PROPERTY, IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND AGREE TO THIS HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, TRAIL SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ME FOR ANY INJURIES OR ISSUES RESULTING OR ARISING FROM THE USE OF THE TRAIL PREMISES AND/OR FOR ANY ACTIVITIES OCCURRING THERE; I HEREBY IRREVOCABLY RELEASE TRAIL FROM ANY SUCH RESULTING LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TRAIL, ITS AGENTS, EMPLOYEES, OFFICERS OR ASSIGNS, BE LIABLE TO ME FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR (II) FOR TOTAL, AGGREGATE DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00 USD).

This waiver shall be governed by the laws of the Commonwealth of Virginia, without regard to any conflict of law principles thereof. If any provision of this waiver is held by a court of competent jurisdiction to be invalid, excessive, illegal or unenforceable, such provision shall be stricken and the remainder of this waiver shall remain in full force and effect.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

☐ By checking this box, I state that I do NOT want my name, image, video, voice, or likeness used by Trail for promotional or other purposes.

Opt-Out Signature: \_\_\_\_\_ Date: \_\_\_\_\_