



**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

THIS DOCUMENT AFFECTS YOUR RIGHTS – PLEASE READ IT CAREFULLY

By participating in events at Oatlands sponsored by the National Trust for Historic Preservation (the “National Trust”), I agree to the following terms and conditions. I understand that this event involves access to the Oatlands historic site and its grounds, the potential use of motorized transportation, and various other activities. I further understand that potentially dangerous conditions may exist, some of which may not be readily visible, and that there may be certain risks, including death or serious bodily injury.

As consideration for participating in this event, I, on behalf of my successors, heirs, and legal representatives, expressly agree and acknowledge the following:

1. I voluntarily assume any and all risks involved in or related to my participation in this event, including, but without limitation to, the risk of death, bodily injury, or property damage resulting from my participation, including the unavailability of emergency medical care or the negligent or deliberate acts of other persons.
2. I release and forever discharge the National Trust and its trustees, directors, officers, employees, agents, and assigns from any and all liability, claims, causes of action, injuries, damages, costs, or expenses, and agree not to take legal action on account of or in connection with, any claims, causes of action, injuries, damages, costs, or expenses arising out of my participation in this event. Further, I agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Virginia and that if any portion of this release is held to be invalid, I agree that the remainder shall continue in full legal force and effect.
3. I waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time of executing the release.
4. I agree to defend, indemnify, and hold the National Trust harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including reasonable attorney’s fees, which arise in any way from my participation and conduct during the event and any and all damages to property, injury to any other person, that I cause, directly or indirectly, whether by inadvertence, negligence, willful misconduct, or otherwise.
5. I agree that in the event of any accident which may require immediate medical or other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, the National Trust and Other Parties are hereby authorized, but not required under any circumstances, to take all necessary actions as it relates to immediate medical or other emergency care, transportation, and emergency medical services as warranted in the course of my care. I further agree that I shall be solely responsible for all fees and expenses as they relate to this paragraph.

Photography and Video Release

I agree that the National Trust and its respective affiliates and licensees may take photographs, videos, audiotapes, or otherwise collect my name, likeness, image, voice, and/or appearance (“Photographs/Video Recordings”) as a part of my participation in the event, and I grant to the National Trust and its respective affiliates and licensees, the following worldwide, royalty free,

perpetual, and irrevocable rights in the Photographs/Video Recordings: (i) to copyright the Photographs/Video Recordings in the name of the National Trust and (ii) to use and re-use, publish, and re-publish the Photographs/Video Recordings, in whole or in part, individually or in conjunction with printed matter, or in composite form, and in any medium, for editorial, commercial, promotional, and/or trade purposes. I further agree to waive my right to inspect or approve any copy that is used in connection with the Photographs/Video Recordings and release and discharge the National Trust and its respective affiliates and licensees, from any and all claims arising out of the use by the National Trust its respective affiliates and licensees, of the Photographs/Video Recordings for the purposes described above, including any claims for libel and invasion of privacy.

I confirm that I have read this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement and Photography and Video Release (the "Release and Waiver"). I hereby surrender valuable rights and do so freely and voluntarily. I further understand that the terms of this Release and Waiver are contractual and not a mere recital and that I have agreed to this Release and Waiver by my own free act. By signing this Release and Waiver, it is my intent to bind the members of my immediate family, and my successors, heirs, and legal representatives.

I have read the foregoing, fully understand its contents, and agree to be bound by its terms and conditions.