

Tall Pines Conservancy Release Form

In consideration of my, including that of my minor child(ren) or dependent, acceptance into the Tall Pines Conservancy (TPC) Nature Walk, I hereby freely and willingly agree to the following terms, covenants and agreements.

I acknowledge that by executing this Release Agreement, that I hereby forever discharge, release, quit, indemnify, covenant and agree to the maximum extent permitted by law not to sue TPC; and/or any member, officer, director, volunteer, agent, insurer, organizer, shareholder, related entity, heir, successor, and/or assign of TPC (collectively referred to as "Releasees"), from and against any and all liability involving claims of damage, injury or death arising directly or indirectly from my voluntary participation in the Nature Walk or related events. I understand and agree that I am forfeiting substantial legal rights that may be available to me and/or my minor child(ren) or dependent person by executing this Release Agreement which will form a legally binding contract. I understand and agree that my minor child(ren), dependent(s) and/or me will not be permitted to participate in the Nature Walk or attend any related activities without this Release Agreement being duly and properly executed. I further warrant, represent, and agree that I have carefully read and understand this document; had the opportunity to seek clarification or negotiate terms, covenants and agreements contained herein; and sought legal counsel as I have deemed necessary before signing the Release Agreement.

I understand and agree that outdoor events are inherently dangerous and strenuous activities and that dangerous conditions may be present. I understand and agree to fully assume any and all risk of damage, injury or death that may be directly or indirectly attributable to certain dangers, including but not limited to: terrain changes; impact with naturally occurring or man-made obstacles; impacts to fixed or moveable objects; collisions with vehicles, pedestrians, or other participants; equipment failures; track or route imperfections; weather conditions; health-related concerns; slip and fall incidents; unstable terrain; consumption of food or alcoholic or non-alcoholic beverages; or any and all foreseen or unforeseen circumstances or conditions.

I represent, covenant and agree that I am entirely responsible for the maintenance and safety of my equipment and the equipment of my minor child(ren) or dependent(s); that such equipment is suitable for the Nature Walk as determined solely by me, and that appropriate equipment will be used.

I further represent, covenant and agree that I, and where applicable my minor child(ren) and/or dependent(s), am physically fit and am medically able to participate in a strenuous activity like the Nature Walk.

I agree, for myself and for my heirs, successors and assigns, that the representations, covenants, and agreements contained herein are legally binding and form an enforceable contract and that such representations, covenants, and agreements are not mere recitals. In the event that, despite my execution of this Release Agreement, my heirs, successors and/or assigns pursue a claim that is contrary to what I have agreed to herein, such claiming party shall be liable for any and all costs without limitation, including attorney's fees, resulting from the Releasee's defense of such claim.

By participating in this Tall Pines Conservancy ("TPC") event, I hereby grant to TPC and to TPC's agents, including but not limited to TPC's advertising and marketing agents (if any), the right to use my name, photograph, likeness, statement, and/or image for the following purposes: trade, marketing, sales, endorsements, promotions, advertisements, printed materials, video or audio productions, publications and all other matters or materials (collectively "Marketing Materials") related directly or indirectly to TPC and/or its mission. I agree that such grant shall be in perpetuity without compensation (unless prohibited by law) by TPC and those acting pursuant to TPC's direction, in all forms of media now known or hereafter discovered, worldwide, including but not limited to the World Wide Web, without notice, review or approval and agrees to execute specific consent to such use if asked to do so.

I hereby and forever release and hold harmless TPC and its officers, employees, agents, directors, members, guests, licensees, and/or invitees from any expectation of privacy and confidentiality associated with my name, photograph, likeness, statement, voice and/or image. Further, I forever represent, warrant and agree that my participation in this event or any event sponsored or organized in whole or in part by TPC is voluntary and that I will not receive financial compensation of any kind in the event that TPC elects to use, produce, publish, sell and/or distribute Marketing Materials containing in whole or in part photographs, audio recordings, and/or video images produced by me.

To the fullest extent permitted by law, I forever release and hold harmless TPC, its officers, employees, agents, directors, members, guests, licensees, and/or invitees and any third parties involved in the creation or publication of Marketing Materials, from liability for any claims by me or any third party in connection with my participation in the TPC event.

I represent, warrant and agree that the terms contained herein shall be binding upon my heirs, successors and/or assigns. Every term and provision within this Release Agreement is intended to be severable from the remaining terms and provisions. If any term or provision is found to be unenforceable, invalid, or illegal by a court of law, the remaining terms and conditions shall remain in full force and effect and fully enforceable.

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

1. **The Participant:** This Acknowledgement of Risk and Release of Liability (the "Release") is made by the undersigned person whose name and signature appear below. The undersigned may be referred to in this Release as "I", "me", or the "Participant".
2. **Acknowledgement of Inherent Risks.** Participant, for him/herself and his/her heirs, personal representatives, trustees, executors, estates, successors and assigns, understands and acknowledges: (i) that Participant will be participating in **Candlelight Walk** (the "Activities"), sponsored by Quad/Graphics, Inc. or its subsidiaries or affiliates (collectively "Quad/Graphics") and/or using facilities owned by Quad/Graphics; (ii) that the Activities may be physically rigorous and dangerous and Quad/Graphics has made no determination regarding Participant's ability and capacity to participate in the Activities; and (iii) that the Activities involve certain inherent risks, foreseen or unforeseen, which cannot be eliminated and which may cause damage to my personal property, serious personal injury, death and disability ("Injuries and Damages"), and which Participant voluntarily and knowingly undertakes. Participant fully understands that Quad/Graphics has not tried to contradict or minimize Participant's understanding of these risks and that the Injuries and Damages can occur by natural causes or by the activities of other persons, other participants and staff or third parties, either as a result of negligence or because of other reasons. Participant further understands that there may not be rescue or medical facilities or expertise onsite necessary to deal with the Injuries and Damages to which Participant may be exposed.
I understand that this is a recreational event that is not considered "work time" or any other work function/capacity for purposes of remuneration, labor claims, or any other legal claims filed in forums under an employer/employee relationship.
3. **Release of Liability.** To the fullest extent allowed by law, Participant intends to and agrees to **WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY AND HOLD HARMLESS** Quad/Graphics, together with all of its subsidiaries and affiliates, and its and their respective shareholders, partners, members, directors, trustees, managers, officers, administrators, employees, representatives and agents (collectively, the "Released Parties") from **ANY AND ALL LIABILITY** on account of, or in any way resulting from, death, personal injury, and property damage arising out of or relating to the Activities or the use of Quad/Graphics' facilities in connection with the Activities, even if caused by the **NEGLIGENCE** of the Released Parties. Nothing in this Release shall be construed to release any Released Party from the intentional acts of the Released Parties.
4. **Applicable Law; Severability.** This Release and shall be governed by the internal laws of the State of Wisconsin. If any provision or any part of any provision of this Release is held to be invalid or legally unenforceable for any reason, the remainder of this Release shall not be affected thereby and shall remain valid and fully enforceable.
5. **Representations of Participant.** Participant represents and warrants as follows (please initial each box):

☐

I have read and understand this Release, and am signing it knowingly and voluntarily in exchange for the right to participate in the Activities.

☐

I understand my legal right to review this Release with my attorney prior to signing and have had full opportunity to do so.

☐

I have determined that I am physically fit to participate in the Activities and that Quad/Graphics has made no determination as to my fitness to participate.

☐

I am an adult, of at least eighteen (18) years of age, and competent to enter into and make this Release or this Release is properly entered into on behalf of a minor child as set forth below. I represent to Quad/Graphics that I am not under the influence of alcohol or illegal drugs.

☐

I will abide by all laws applicable to the Activities and I have all necessary permits required necessary for my participation in the Activities.

☐

I have read all of the provided rules for use of Quad/Graphics' facilities.

PLEASE READ BEFORE SIGNING

I have read, fully understand, and am signing this Release in exchange for the opportunity to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. I am signing this Release of my own free will intending to be legally bound by its terms and conditions, as of the date set forth opposite my signature below:

<hr/> Participant Signature (Individually)	<hr/> Date
<hr/> Print Full Legal Name	<hr/> Phone Number
<hr/> Address	<hr/> City
<hr/> State	<hr/> Zip
<hr/> Emergency Contact Name	<hr/> Emergency Contact Phone Number

IF PARTICIPANT IS A MINOR: The parent/guardian of the minor Participant consents to and gives permission for participation in the Program of said minor Participant, understands and agrees to all of the above provisions and executes this Release on behalf of said minor Participant.

<hr/> Print Name of Minor	<hr/> Print Name of Parent/Guardian
<hr/> Signature of Parent/Guardian	<hr/> Date