

WORCESTER TREE INITIATIVE SERVICE WAIVER

I want to help my community. While there are many things that I could do, I have voluntarily decided to work alongside of the Worcester Tree Initiative (referred to in this document as WTI) , its affiliated companies, and their officers, directors, employees, agents and representatives (past or present) for the following WTI community project(s) (collectively, "Project(s)"):

Fall 2010 WTI Tree Planting

Location: **QCC, WORCESTER, MA** Date: **October 23, 2010**
(severe weather date: October 24, 2010)

I understand that participating in these Projects may involve risks to me. Therefore, I knowingly and voluntarily assume all risk of my participation, including risks of physical injury and death, and I waive any and all claims, damages, causes of action, expenses, losses or judgments of any kind against WTI. I agree that I will not sue WTI, or its service partners, licensees or successors, or any of their officers directors, employees, agents, representatives or assigns (past or present) (collectively, "Representatives") for any personal injury or property damage I may suffer as a result of my participation in any Project, including damages caused by the negligence of WTI, its service partners or any of their Representatives.

I agree that all photographs, either still or moving, taken of me during my participation in the Project and used by WTI, its service partners, licensees or successors, or any of their Representatives are owned solely by WTI, and WTI may copyright material containing the same in whole or in part. I agree that WTI has the right to use these photographs for commercial and non-commercial use without restriction and without payment of any compensation to me. I also grant WTI, its service partners, licensees or successors, or any of their Representatives, the nonexclusive, perpetual, worldwide right, without further consideration, to use, copy, publish, reuse, or display any quote, personal statement or other testimonial given by me in connection with the Project, whether given orally or in writing, in whole or in part, without restrictions, for any purpose, whether commercial or noncommercial, in any media. I further consent to the use of any printed material in connection therewith.

I agree to be bound by all safety orders, rules and regulations of WTI relating to the Project(s) when required by WTI in its sole discretion.

I expressly acknowledge that this Service Waiver is to be governed by the law of the State of Massachusetts and is intended to be as broad and inclusive as its permitted by the State of Massachusetts, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect,

I hereby certify that I am at least 18 years old and give this waiver and release freely and knowingly with full understanding of its content and effect. OR

I am the parent or guardian of the child (under 18 years old) whose name appears below; this child has my permission to participate in the Project under the conditions stated above; and I give this waiver and release, in my capacity as parent or guardian and on behalf of this child, freely and knowingly, with full understanding of its content and effect.

Signature: _____

Printed Name: _____

Child's Name (if applies): _____

Print Address: _____

City / State / Zip: _____

Date: _____