

## Northwest Horticultural Society (“NHS”) Activity Participant Waiver and Release

I acknowledge that participating in the NHS activity (or activities) for which I am registering (each an “NHS Activity”) may involve certain risks and potential injury or loss. I hereby assume all of the risks of traveling to and from, attending and participating in the NHS Activity including, by way of example and not limitation, risks arising from the negligence or carelessness of myself or others, or from the operation or condition of vehicles or property owned, maintained or controlled by me or others, except to the extent that those risks are a direct result of negligence by NHS or a person or entity on whose property the NHS Activity is held.

I affirm that I will not travel to or from or attend or participate in the NHS Activity if any health-related issue makes it inadvisable for me to do so, or if doing so would be inconsistent with then-current local, state or federal public health guidelines or directives. I certify that I will comply with the NHS Activity venue’s health and safety requirements. I hereby consent to receive medical treatment that may be deemed advisable in the event of my injury or illness during the NHS Activity.

I acknowledge that this Waiver and Release will be relied upon by NHS and will govern my rights and responsibilities with respect to the NHS Activity.

In consideration of my participation in the NHS Activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE AND DISCHARGE NHS and NHS officers, directors, employees, members, volunteers, representatives, and agents acting on its behalf (collectively, the “Released Parties”) from any and all claims or demands of any kind and from all liability, penalties, costs, losses, damages, expenses, claims, or judgments (including attorney’s fees) resulting from injury, death or damage to any person or property of any kind, including, but not limited to, death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter arise as a result of my participation in an NHS Activity, other than those directly resulting from NHS’s negligence (collectively, “Claims”); however, NHS’s liability to me shall not exceed the total available insurance policy limits per claim available under liability insurance policies maintained by NHS or under which NHS is a named or additional insured.

(B) I WILL DEFEND INDEMNIFY AND HOLD HARMLESS the Released Parties with respect to any and all Claims; however, my liability to the Released Parties shall not exceed the total available insurance policy limits per claim available under liability insurance policies maintained by me or under which I am a named or additional insured.

(C) I HEREBY GRANT NHS PERMISSION to reproduce, edit, and use any photographic or video image of me, as well as any recording of my voice, taken during an NHS Activity. Such images and recordings may be used in NHS’s website, signage, newsletter, educational, marketing, and fundraising materials. I accept and agree that I will not be compensated for such use and I waive any right to inspect or approve usage of such images and recordings. I hereby release NHS, its representatives, employees and contractors from any claim that may arise from use of any such image or recording, including claims of invasion of privacy, defamation, or rights of publicity or copyright.

This Waiver and Release shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law.

By checking the box on the registration form, I certify that I have read this agreement and I fully understand its content. I am aware that this is a release of liability and a contract and I agree to it of my own free will.