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765.212.8521  
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**Volunteer's Name**

**Birthday (M/D/Y)**

TerraTime, INC is committed to conducting its programs and activities in the safest manner possible and holds the safety of participants in the highest possible regard. Participants must recognize, however, that there is an inherent risk of injury when choosing to participate. TerraTime, INC strives to reduce such risks and insists that all participants follow safety rules and instructions, which have been designed to protect the participant's safety.

Please recognize that TerraTime, INC does not carry medical accident insurance for injuries sustained in its programs and activities. The cost of such medical expense would make program fees prohibitive. Therefore, each person participating in a program or activity should review their own health insurance policy for coverage. It must be noted that the absence of health insurance coverage does not make TerraTime, INC responsible for the payment of medical expenses.

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

This Waiver of Liability (the "Waiver") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of TerraTime, Inc. a corporation organized and existing under the laws of the State of Indiana, TerraTime, Inc., and both of their respective directors, officers, employees, agents, shareholders, affiliates, successors and assigns (collectively, "TerraTime").

The Volunteer desires to work as a volunteer for TerraTime, INC and engage in the activities related to being a volunteer. I understand the nature of such volunteer work and activities. In consideration for participating as a volunteer at a TerraTime, INC, I hereby freely and voluntarily, without duress, execute this Agreement under the following terms:

**1. Waiver and Release.** I, the Volunteer, release and forever discharge and hold harmless TerraTime, INC and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with TerraTime, INC.

I understand and acknowledge that this Waiver and Release discharges TerraTime, INC from any liability or claim that I, the Volunteer, may have against TerraTime, INC with respect to bodily injury, personal injury, illness, death, or property damage that may result from my activities and time spent at a TerraTime site. I also understand that TerraTime, INC does not assume any responsibility for or obligation to provide financial assistance or other assistance to me, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

**2. Insurance.** I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of TerraTime beyond what may be offered voluntarily and freely by a representative of TerraTime, INC, in its sole discretion, in the event of such injury or medical expense.

**3. Medical Treatment.** I hereby release and forever discharge TerraTime, INC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me in connection with an emergency during my time with TerraTime.

**4. Assumption of the Risk and Indemnification.** I understand that my time with TerraTime, INC may include activities that may be hazardous to me, including, but not limited to, outdoor elements, hiking, swinging, playing in nature, and loading and unloading of heavy equipment and materials. I hereby expressly and specifically assume the risk of injury or harm in these activities and release TerraTime, INC from all liability for injury, illness, death, or property damage resulting from my activities and my time at the TerraTime site. If I, or anyone on my behalf makes a claim against TerraTime, INC related to my volunteer activities and time at TerraTime, I agree to indemnify, save and hold harmless TerraTime, INC from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

**5. Photographic Release.** I grant and convey unto TerraTime, INC all right, title, and interest in any and all photographic images and video or audio recordings made by TerraTime during my time at TerraTime, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Behavior.** I understand that my behavior at TerraTime must comply with all rules and regulations of TerraTime, INC and laws of the State of Indiana and the United States of America.

**7. Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Indiana. I agree that in the event that any clause or provision of this Waiver shall be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

**THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING.**

I have read this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.

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Volunteer's Signature

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Date

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Print Volunteer's Name

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Telephone Number

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Street Address, City, State, Zip