

WAIVER AND RELEASE OF LIABILITY

The terms "I", "me", and "my" refer to the participant in Stream Habitat Evaluation Training identified and signatory to this Waiver and Release of Liability ("Release") below.

I acknowledge that am voluntarily participating in Stream Habitat Evaluation Training (the "Activity") offered by **EnviroScience, Inc.**, with offices at 5070 Stow Rd., Stow, Ohio 44224. In consideration of my participation, I acknowledge that the Activity involves inherent risks and that I am participating in the Activity entirely at my own risk. I am aware of the risks associated with travelling to and from, as well as participating in the Activity, which may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, stream flows, deep water, seen and unseen hazards within and adjacent to streams and rivers, lack of hydration, the physical condition of participants, equipment, vehicular traffic, and the actions of others beyond my control. I fully understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks of my participation in the Activity, both known and unknown to me.

Knowing the dangers, hazards, and risks of such training, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Release and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **EnviroScience, Inc.**, their affiliates managers, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical, or emotional loss, that I may experience as a direct result of my participation in the Activity, including traveling to and from an event related to this training.

I agree to indemnify and hold harmless **EnviroScience, Inc.** against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **EnviroScience, Inc.** incurs any of these types of expenses, I agree to reimburse **EnviroScience, Inc.**

I acknowledge that **EnviroScience, Inc.** and their directors, officers, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of **EnviroScience, Inc.** To the extent that Statute or case law does not prohibit releases for negligence, this release is applicable for negligence on the part of **EnviroScience, Inc.**, its agents, and employees.

I acknowledge that I have carefully read this Release and fully understand that it is a release of liability. I expressly agree to release and discharge **EnviroScience, Inc.** and all its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action. I agree to voluntarily give up or waive rights that I otherwise might have to bring a legal action against **EnviroScience, Inc.** for personal injury or property damage.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance to alleviate such costs.

If any damage to equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I further agree that this Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. In the event that any provision contained within this Release be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect as long as the severed language does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

This Release was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I, as the participant, and **EnviroScience, Inc.** agree that this Release is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am signing this Release of my own free will. I certify that I have read this Release, that I fully understand its content, and that this Release cannot be modified orally.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

To assist in safely conducting the Activity, I am providing the name of an emergency contact if I cannot act on my own accord:

Emergency Contact: _____

Contact Relationship: _____

Contact Address: _____

Contact Telephone: _____