Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before agreeing. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), a parent or legal guardian (hereafter collectively 'parent/s') must sign for minor to participate.

In consideration of the opportunity to participate in the activities of the **2024 Plogtober Stream and Trail Cleanup** event and those of the Mid-America Regional Council and all partner organizations' directors, employees, representatives, volunteers, independent contractors, and all other persons or entities associated with them (collectively referred to in this Document as 'PLOGTOBER'), I (participant and parent/s of a minor participant) acknowledge and agree as follows:

PLOGTOBER activities may include, but are not limited to: picking up trash; hiking; jogging; and commuting to clean-up sites on the previously arranged group cleanup days that will be listed on kcplogtober.com, as well as independent activities performed by individuals utilizing our **Trash Pic** mobile webpage to document their own cleanups between the dates of October 1 and October 31, 2024 (all activities collectively referred to in this Document as 'activities').
I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.

Some, but not all of these risks include walking near water, weather conditions, uneven terrain and extreme air or water temperatures; exposure to burns or sunburns; cold weather-related sickness; misjudgments made by PLOGTOBER staff, contractors or others; close and unpredictable contact with wildlife; allergic reactions to or injury from plants or stinging, venomous or disease-carrying animals or insects; the potential that the participant or others (e.g. co-participant, driver, medical or rescue personnel) may act carelessly or recklessly; personal health risks (disclosed or undisclosed, known or unknown) and equipment that can be misused or can fail or malfunction.

I understand that PLOGTOBER staff members or contractors cannot assure participants safety or eliminate all of these risks. During activities, all participants share in the responsibility for their own safety and agree to follow all PLOGTOBER guidance as communicated on kcplogtober.com, email communications, and in this sign-up application.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from participant's negligence or other misconduct.

This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain public land agencies (including the Department of Conservation, U.S. Corps of Engineers, and U.S. Fish & Wildlife Service and City Governments) restrict activity providers, including Mid-America Regional Council/PLOGTOBER, from seeking releases of liability for negligence, for injuries or other losses occurring while operating on public lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against PLOGTOBER as a matter of law, I (parent/s for themselves and for and on behalf of their participating minor child) agree as follows: 1) to release and agree not to sue Mid-America Regional Council or PLOGTOBER partner organizations with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my child's participation in these activities.

I understand that in signing this Document, I, my child and anyone acting on my behalf of my child, surrender all rights to make a claim against PLOGTOBER as a result of any injury, damage, death or other loss suffered by me or

my child; 2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) PLOGTOBER with respect to any and all claim/s:(a) brought by or on behalf of me, my child, spouse or other family member for any injury, damage, death or other loss in any way connected with my child's participation in these activities; and/or (b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my child's conduct in the course of participating in these activities or using PLOGTOBER equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from PLOGTOBER's negligence (but not its willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

I (participant and parent/s of a minor participant) agree that Missouri substantive law (without regard to its *conflict of laws* rules) governs this Document, any dispute I have with PLOGTOBER and all other aspects of my relationship with PLOGTOBER and that any mediation, suit or other proceeding must be filed or entered into only in the corresponding county in Missouri. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Missouri mediator.

I authorize PLOGTOBER staff, representatives, contractors, volunteer group leaders or other medical personnel to obtain or provide medical care for the participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health.

I agree to pay all costs associated with that care and transportation. I agree to the release (to or by PLOGTOBER) of any medical records necessary for treatment, referral, billing or insurance purposes. I authorize PLOGTOBER to use my child's photo or image in any manner, for advertising, display, audiovisual, electronic or other use.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and/or parent/s of a minor participant agree:

I have carefully read, understand and voluntarily acknowledge the waiver language above, and understand that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives, and estate.