

Risk and Liability Form

Acknowledgement of Energy Action Coalition Volunteer Responsibility, Express Assumption of Risk, and Release of Liability and Permission to Participate

I understand that during my participation in Power Shift 2009, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in public places and group activities that cannot be eliminated without destroying the intent of the training.

These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (Injuries and Damages) from exposure to the hazards of a large conference and the Energy Action Coalition, a project of the Earth Island Institute, has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, training participants, training leaders and assistants or third parties, either as a result of negligence or because of other reasons.

I understand that risks of such Injuries and Damages are involved in group gatherings, and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such risks.

In consideration for my acceptance as a participant on this Energy Action Coalition activity, and the services and amenities to be provided by the Earth Island Institute in connection with it, I confirm my understanding that:

- I assume all risks inherent in my decision to go forward and waive all liability against the Earth Island Institute arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the Earth Island Institute, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the Earth Island Institute its officers, directors, employees, agents, and leaders, in any way connected with this Energy Action Coalition public relations training. I further agree to HOLD HARMLESS the Earth Island Institute, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Outing.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing.

Participant Name: Milton Mercer Signed: Milton Mercer Date: 2-12-09

*If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf.

I, the parent or guardian of the minor named below, agree and consent to the foregoing Agreement and give my permission for him/her to attend Power Shift 2009. I further consent and allow the trip leader or bearer of this document to administer first aid and/or secure medical attention for the minor as the trip leader or document bearer deems proper.

I understand that efforts will be made to contact me if medical treatment should be needed. I will ensure that the minor will bring any necessary medications with him/her on the trip.

Name and Age of Minor: Milton Mercer 16
(Please Print) (Age)

Name of Parent or Guardian: Patrice Hardy Signed: Patrice Hardy Date: 2-12-09