

Writes of Nature: Ecuador, 2025
Waiver and Assumption of Risk Agreement and Release of Liability

This is a legal document. By signing it, you are limiting your ability to recover damages from EcoStudio Foundation for any damages you sustain while participating in an EcoStudio Foundation program. If you have any question about the legal consequences of this document, please obtain advice from your lawyer prior to signing. This document must be signed before you may participate on an EcoStudio Foundation program.

This Waiver and Release, effective as of ____/____/____ (the "Effective Date"), is made and entered into by and between EcoStudio Foundation, a Delaware Non-Stock Corporation ("EcoStudio") and _____ ("Participant"). By signing below, the Participant hereby agrees to all terms of this Waiver and Release and acknowledges that he/she has voluntarily registered for the following program provided by EcoStudio: Writes of Nature: Ecuador, 2025 (the "Program").

1. EXPRESS ASSUMPTION OF RISK. Participant hereby agrees that he/she is participating in the Program at his/her own risk. Participant agrees that he/she is voluntarily participating in the Program in accordance with the Terms and Conditions ("Program guidelines"), and that he/she assumes all risk of injury, damage, or loss that might result.

2. WAIVER/RELEASE OF LIABILITY. By the execution of this Release, Participant agrees that EcoStudio shall not be liable for any damages arising from personal injuries sustained by Participant or anyone under Participant's custody, care, and control, as a result of any and all activities related to Program. Participant assumes full responsibility for any such injuries or damages which may occur, and he/she further agrees that EcoStudio shall not be liable for any loss or theft of personal property. Participant specifically agrees that EcoStudio shall not be responsible for such injuries, damages, loss or theft, even in the event of negligence or fault by EcoStudio, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by EcoStudio.

3. LIABILITY TO THIRD PARTIES. Participant hereby agrees that he/she will indemnify and hold harmless EcoStudio for all personal injuries, property damages, or any other damages to any and all third parties related to participation in the Program, even if such damages arise out of the negligence or fault of EcoStudio.

4. ACKNOWLEDGEMENT OF WAIVER AND RELEASE. Participant states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with the Waiver and Release. Participant further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, has had an opportunity to review and consult with an attorney if desired, and has signed this Waiver and Release as his/her own free act. Participant further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against EcoStudio for negligence.

5. SEVERABILITY. If any provision of this Waiver and Release shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Waiver and Release shall remain in full force and effect to accomplish the intent and purpose of the parties to the fullest

extent of the law. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

6. DISPUTES. Any dispute, controversy, or claim arising out of or in connection with this Waiver and Release, including, without limitation, any dispute regarding the enforceability of any provision, that cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

7. DISCLAIMER. Participant hereby acknowledges that he/she has voluntarily registered for the Program. Participant is aware that participating in the Program could cause injury, death, or property damage. Participant hereby agrees to accept any and all risks of personal injury, death, or property damage. _____ (initial).

In consideration for participating in an EcoStudio program, Participant agrees as follows:

- a. Participant understands and agrees that he/she will be participating in the Program for its intended purpose and in accordance with Program guidelines. Participant freely and voluntarily chooses to assume all potential risks inherent in participating in the Program. _____(initial)
- b. By registering for the program, Participant is agreeing that he/she has properly reviewed the Program guidelines, understands the Program guidelines, and will abide by the Program guidelines. _____(initial)
- c. Participant agrees to be responsible for his/her own safety. Participant's signature and initials on this document affirm that he/she is fully aware of the dangers, risks, and hazards, which could result from participation in the Program. _____ (initial)

Participant's Signature

Date

EcoStudio Foundation
Representative Signature

Date

EcoStudio Foundation is a non-profit, non-stock corporation with tax-exempt status as a public charity under 501(c)(3) of the US Revenue Code. We are incorporated in Delaware, and our principal business office is in Syracuse, New York. EIN: 87-1730274

Our mission is to unite conservation, education, and the arts for a more just world. We pledge to support conservation efforts in the world's most crucial ecosystems and advocate for the rights of those whose lands and lives are endangered by environmental threats.

We advance this mission through our Global Learning programs—including faculty-led study abroad in Ecuador for US students as well as unique programming for scientists, artists, and lifelong learners—and through the publication of literary and artistic material by our imprint, River Glass Books. Learn more: <https://ecostudiofoundation.org/>