

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (“Release”) executed on the date set forth below by the undersigned The Chestnut Group (“TCG”) member in favor of THE LAND TRUST FOR TENNESSEE, INC., a Tennessee not-for-profit corporation (“LTTN”).

TCG member desires to visit properties The Land Trust for Tennessee owns or on which The Land Trust for Tennessee holds a conservation easement (each, a “Site”), and TCG member agrees to waive any and all rights, claims, disputes, and/or defenses TCG member may have in connection with damages suffered, injuries sustained, or other circumstances arising while visiting or traveling to or from each Site in consideration for LTTN’s granting permission to enter upon the Site.

TCG member hereby freely, voluntarily, and without duress executes this Release under the terms set forth below:

1. TCG member does hereby, for TCG member and TCG member’s heirs, executors, and administrators, knowingly release and forever discharge and hold harmless LTTN, its successors and assigns and its officers, directors, employees and agents, from any and all liability, claims, demands of whatever kind of nature, either in law or equity, whether seen or unforeseen, whether arising out of contract, tort or otherwise, which arise or may hereafter arise from TCG member’s visit to or presence upon the Site.
2. TCG member acknowledges and agrees that LTTN’s permission for TCG member to walk through the Site is limited to TCG member only and subject to being in the presence of and under the direction of a representative of LTTN.
3. TCG member understands that hazardous conditions may exist on a Site. TCG member expressly assumes the risk of injury, death or harm resulting from TCG member’s presence on the Site and releases LTTN from all liability for injury, illness, death or property damage resulting from TCG member’s presence on the Site.
4. TCG member assumes all risks associated with and/or arising out of the visit to the Site.
5. TCG member shall indemnify and hold harmless, LTTN and its respective successors and assigns, and its officers, directors, employees, agents, and shareholders against any and all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, or, decrees, stipulations, injunctions, damages, penalties, liabilities, obligations, fees which may arise from the access to the Site.
6. TCG member expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. TCG member agrees that in the event that any clause or provision of this release shall be held to be invalid by and 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.
7. TCG member acknowledges and agrees to abide by LTTN Glen Leven Farm Access Policy.

Signature _____

Date _____

Print Name: _____

Address: _____

Phone Number: _____

Email: _____

By (LTTN Staff): _____