

SCDNR Participant Release Agreement

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| Participant / Student Full Name: | Gender: |
| E-MAIL: | Date of Birth: |
| Mailing Address: | Phone Number: |
| <i>Emergency Contact:</i> | <i>Phone Number:</i> |

The South Carolina Department of Natural Resources (SCDNR) appreciates your interest and involvement in our programs. In exchange for being allowed to participate, I, the Participant, enter into this Agreement to clearly address certain aspects of my relationship with the SCDNR. I affirm that my involvement with this program is as a participant for educational / personal enrichment purposes and not as an employee or volunteer of the SCDNR. I agree to comply with rules applicable to my program and understand failure to do so may result in my dismissal from the program.

Liability Limitations and Acknowledgement of Risks – I, the Participant, hereby release and hold harmless SCDNR and its officials, employees, and agents from any liability to me for any injury, accident, harm, or other damage to me that arises out of my participation in the program. I further accept and understand that any claims by me against SCDNR, or its officials, employees, or agents, are subject to the limitations of the South Carolina Tort Claims Act. I understand I may be exposed to potential risks from environmental conditions (for example, lightning, fire, smoke, heat, cold, swimming, diving, sharp objects, *etc.*), rigorous activities, exposure to wildlife and insects, vehicles, boats, equipment, tools, weapons, allergens, first aid or medical treatment for injuries, hunting and fishing activities, and others over which SCDNR may or may not have any control. Taking into consideration my personal health and access limitations for some work locations, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in specific program activities.

Photo, Audio, Video Release – I grant the SCDNR permission to use photographs, pictures, audio, and/or video broadcasts or recordings of me (collectively, “Content”) as described below. SCDNR may use the Content on the internet and similar platforms/applications, in broadcasts, and in any print or digital form including public presentations, publications, educational materials, derivative works, or similar uses. I understand and agree that the Content may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product or any derivative works. I also understand and agree that I may be identified as a participant, including by name, in information that might accompany the Content. My release of Content to SCDNR is a royalty-free, nonexclusive and permanent / irrevocable right to reproduce, publish, republish or otherwise use the Content and has no geographic limits. If acquired by or provided to SCDNR, I agree that the Content is and shall remain the property of the SCDNR. I warrant and represent that this grant and release of Content does not in any way conflict with any existing commitment I have made. I forever release SCDNR, its trustees, employees, and agents from any and all claims, demands, rights, promises, damages and liabilities arising out of or in connection with the use or distribution of the Content, including but not limited to any claims for invasion of privacy, appropriation of likeness, or defamation.

By signing this Agreement, I acknowledge that I have completely read and fully understand and agree to be bound to these terms. Additionally, I warrant that I am eighteen (18) years old or more and competent to contract in my own name or, if not, that my parent or legal guardian has signed this Agreement below.

This Agreement is binding on me and my heirs, assigns and personal representatives.

Participant

Signature: _____

Date: _____

Printed Name: _____

If the above individual is under eighteen (18) years old, the following section must be completed: I understand and agree that this Agreement is binding on me, my child / ward (named above), our heirs, assigns and personal representatives. I affirm that I am eighteen (18) years old or more and that I am the parent or legal guardian of the child / ward named above.

Parent / Guardian Signature: _____

Parent / Guardian Printed Full Name: _____

Date: _____

(Rev. 2020.1.1)