Colorado Nonprofit Development Center
dba Colorado Agrivoltaic Learning Center
Authorization & Waiver

Each of the undersigned named below states as follows:

I am aware that participating in a tour with Colorado Nonprofit Development Center, dba Colorado Agrivoltaic Learning Center ("CALC") has certain inherent risks and may cause injury to participants, including but not limited to serious injury or even death, from allergens, trips, falls, or interaction with equipment. However, I/my child want(s) to participate in CALC's tour of an agrivoltaic farm (the "Activities") and I give my unqualified consent to participate/have my child participate in the Activities, subject only to any specific limitations noted below.

I/My child have/has the necessary skills and am/is able to participate in all reasonably anticipated aspects of the Activities except as noted below. The nature of the Activities has already been fully disclosed to me, and any brochure, flyer or announcement relating to the Activities is expressly made a part of this Authorization & Waiver.

I hereby indemnify, release, hold harmless and forever discharge CALC and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my/my child's participation in any Activities conducted by, on the premises of, or for the benefit of, CALC; provided, that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I hereby expressly grant to Colorado Agrivoltaic Learning Center, a Project of the Colorado Nonprofit Development Center, ("Colorado Agrivoltaic Learning Center") its affiliates, successors and assigns the right to make, use and/or publish my/the Participant's name, information, photographs, videos or any other reproductions of my/the Participant's physical likeness for Colorado Agrivoltaic Learning Center communications efforts, such as pamphlets, booklets, videotapes, or the organization's Internet website and social media platforms. In addition, I expressly grant this right to be used for educational, marketing and/or promotional information by Colorado Agrivoltaic Learning Center for public relations, staff communications, marketing, and fundraising purposes. **If you want to opt-out of this - please tell your tour guide/event host**

This Authorization & Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Authorization & Waiver will continue in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of, CALC, whether by agreement, by operation of law, or otherwise.

This Authorization & Waiver is governed by the laws of the State of Colorado and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Authorization & Waiver is held

invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Authorization & Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Authorization & Waiver. The provisions of this Authorization & Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Any claim or controversy that arises out of or relates to this Authorization & Waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the chapter of the American Arbitration Association or similar group nearest to CALC in accordance with its current rules and procedures.

Sign name and date (include parent/guardian name on the same line if participant is under 18)

Name: _____

Date: _____