



INDIANA AUDUBON

SOCIETY, INC. FOUNDED 1898

INDIANA AUDUBON FIELD TRIP WAIVER

WAIVER and RELEASE OF LIABILITY

In consideration of being permitted to engage in the following activity:

_____ (“Activity”)

1. **RISK OF INJURY:** The Participant , and if applicable the Parent/Guardian, acknowledges and understands that participation in the Activity may involve the potential for personal or bodily injury, property damage or death (collectively “Injuries”) due to factors related to the Activity. Depending on the nature of the Activity, Injuries could arise from terrain, facilities, temperature, weather, physical and mental condition of the Participant, equipment, vehicular traffic, lack of hydration, communicable diseases from others and the acts or omissions of other persons or entities, including without limitation the acts or omissions of other participants or the acts or omissions of agents, volunteers, sponsors, contractors, subcontractors, representatives or employees Indiana Audubon, or other persons or entities conducting the Activity on behalf of the Indiana Audubon.
2. **CERTIFICATION OF FITNESS:** The Participant, and if applicable the Parent/Guardian, certify that the Participant is physically fit, has sufficiently prepared or trained for participation in the Activity, and has not been advised not to participate by any health care provider. The Participant, and if applicable the Parent/Guardian, certify that there are no health-related reasons or problems which preclude the Participant’s involvement in the Activity.

In consideration of the Participant being permitted to participate in the Activity, the Participant, and if applicable the Parent/Guardian, agree as follows:

1. **ASSUMPTION OF RISK:** Participant on behalf of him or herself and, if applicable and to the full extent permitted by law, the Parent/Guardian on behalf of a minor Participant, agrees and promises to accept and assume all risk of Injuries arising from, or as a result of, the Participant’s involvement in the Activity. The Participant’s involvement in the Activity is purely voluntary, no one is forcing the Participant to be involved in the Activity, the Participant has elected to be involved in the Activity, and the Participant has voluntarily elected to be involved in the Activity despite all attendant known and unknown risks of Injuries.
2. **RELEASE:** On behalf of myself, my assigns, subrogees, representatives, estate, heirs, executors, administrators and all other persons or entities acting for, by or through me, and if applicable and to the full extent permitted by law, on behalf of a minor Participant as the Parent/Guardian, his/her assigns, subrogees, representatives, estate, heirs, executors, administrators and all other persons or entities acting for, by or through the minor Participant, I hereby release and discharge Indiana Audubon, its agents, officers, directors, volunteers, sponsors, contractors, subcontractors, representatives and employees, from any and all claims, demands, damages, liabilities, obligations,

penalties, fines, causes of action, suits, legal fees and costs, of whatever nature, character or description, for any Injuries arising from, or as a result of, my or the minor Participant's involvement in the Activity, including without limitation any Injuries arising from, or as a result of, the alleged negligent or wrongful acts or omissions of Indiana Audubon and/or its agents, volunteers, sponsors, contractors, subcontractors, representatives, employees or any other person or entity conducting the Activity on behalf of Indiana Audubon.

3. **INDEMNIFICATION AND HOLD HARMLESS:** To the full extent permitted by law, I hereby agree to and shall at all times defend, indemnify and hold Indiana Audubon, its officers, directors, volunteers, sponsors, contractors, subcontractors, representatives and employees, harmless from any and all claims, actions and demands for damages, losses, costs, charges, penalties, legal fees and expenses made by any person or entity, including without limitation and if applicable, by a minor Participant of which I am a Parent/Guardian, for Injuries that arise from, or the result of, my or the minor Participant's involvement in the Activity, and including without limitation any Injuries arising from, or as a result of, the alleged negligent or wrongful acts or omissions of Indiana Audubon and/or its agents, volunteers, sponsors, contractors, subcontractors, representatives, employees or any other person or entity conducting the Activity on behalf of Indiana Audubon.

MEDICAL TREATMENT: On behalf of myself and, if applicable and to the full extent permitted by law, on behalf of a minor Participant of which I am a Parent/Guardian, I hereby consent to medical treatment which may be deemed advisable in the event of injury, accident, and/or illness in connection with the Activity.

PHOTOGRAPHY: While participating in the Activity, the Participant may be photographed. On behalf of myself and, if applicable and to the full extent permitted by law, on behalf of a minor Participant of which I am a Parent/Guardian, I agree to allow any such photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers or their assigns.

If any provision of this WAIVER and RELEASE OF LIABILITY as applied to any party or to any circumstances shall be adjudged by a court to be void and unenforceable, the same shall in no way affect:

- (a) Any other provision in this WAIVER and RELEASE OF LIABILITY;
- (b) The application of such provision in any other circumstances; and
- (c) The validity or enforceability of the WAIVER and RELEASE OF LIABILITY as a whole.

It is the further intention of the parties that in lieu of each such provision which is void and unenforceable, there be substituted or added as part of this WAIVER and RELEASE OF LIABILITY a provision which shall be as similar as possible in economic and business objectives as intended by the parties to such void and unenforceable provision, but as shall be valid and enforceable as determined by a court of competent jurisdiction.

This WAIVER and RELEASE OF LIABILITY shall be construed broadly to the maximum extent permitted under applicable law.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT. I SIGN IT OF MY OWN FREE WILL ON MY OWN BEHALF AND, IF APPLICABLE AND TO THE FULL EXTENT PERMITTED BY LAW, ON BEHALF OF A MINOR PARTICIPANT OF WHICH I AM A PARENT/GUARDIAN.

Participant's Signature

Date

Participant's Name (Please print legibly)

Parent/Guardian Signature

Date

(If under 18 years old, Parent or Guardian must also sign)