

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I AM VOLUNTARILY PARTICIPATING IN AND HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH EVENTIDE SANCTUARY'S VOLUNTEERING AND SANCTUARY VISITS, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit for this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity. In consideration of my participation in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: EVENTIDE SANCTUARY and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of the released parties or otherwise. I acknowledge that EVENTIDE SANCTUARY and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity. In such event, I agree that I am solely responsible for any associated costs, including but not limited to the costs of receiving such medical treatment and the cost of any required transportation.

**Photo consent not applicable to Vacation Care groups. Photography managed in accordance with individual service policies.**

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law, however the Accident Waiver and Release of Liability Form shall not extend to any claims not permitted to be released by state law

If any term or provision of this Accident Waiver and Release of Liability is declared void or unenforceable for any reason, such declaration shall not affect any other term or provision of this document.

BY SIGNING, I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ALL OF ITS TERMS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND IF I SIGN, I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS DOCUMENT OF MY OWN FREE WILL.

Participant's Name \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Parent/Guardian Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_