

Midlands Master Naturalist Association

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I, as a participant, certify that I am fully capable of participating in this event. I, as a participant, assume full responsibility for myself, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of volunteer instructors, or the negligence of the Midlands Master Naturalist Association (MMNA). I also understand that the MMNA reserves the right to refuse any person it deems to be incapable of meeting the rigors and requirements of participating in any activity. I am capable, in good physical condition, and able to undertake this activity.

I agree to indemnify and hold harmless the MMNA, their officers, members, presenters and volunteers from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue the MMNA, their officers, members, presenters and volunteers for all actions, causes of action, claims or damages, damages in law or remedies in equity or whatever kind, including the negligence of MMNA or other participants, or myself, against MMNA arising out of participation in this program or activity.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be South Carolina and governed by South Carolina law. The terms of this agreement shall continue and be in effect after the activity/event has ended.

As liquidated damages, I hereby agree that if MMNA is forced to defend any action, lawsuit or litigation by me, my executors or other participants, my executors and I agree to pay MMNA's costs and attorney fees if they successfully defend such action, lawsuit, or litigation.

I authorize and release to the MMNA the use of my image in any photograph or video recording for any purpose of the MMNA and waive payment or any future profits that might result from such.

I have adequate health, disability, and life insurance for myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for myself.

I, _____, of my own free will, have read, understand, and acknowledge the risks and liability for myself, this ____ day of _____, 20__.

A copy of this release can be used as if it was an original. This release applies to any MMNA event within one year of above date.

I do not have any medical condition that would prevent my participation in this activity.

Participant Signature

Phone

Address

Email

In case of emergency please contact _____ Phone _____

I CARRY MEDICAL INSURANCE. ____ Yes ____ No

Provider _____ Number _____

For Participants Under the Age of 18

I, as a parent or guardian of this participant in addition to agreeing to the terms above for my family, and myself agree to assume claims and damages, costs and attorney fees for any action, lawsuit, or litigation brought by this participant.

Parent or Guardian Signature

Printed Name

Phone

Date