



Ruffner Mountain Nature Preserve

INFORMED CONSENT, VOLUNTARY WAIVER,
RELEASE OF LIABILITY, & ASSUMPTION OF RISKS

EVENT INFORMATION

Event Name: _____ Date(s): _____

Name of Organization: _____

Time(s): _____

PARTICIPANT INFORMATION

Name of Participant: _____

Date of Birth: _____ Gender M/F: _____ Driver's License: _____

City: _____ State: _____ Phone Number: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Number: _____

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BEFORE ANY PERSON IS ALLOWED TO PARTICIPATE IN RUFFNER MOUNTAIN NATURE PRESERVE (RUFFNER MOUNTAIN) PROGRAMS. I, the undersigned, wish to participate in activities with Ruffner Mountain Nature Preserve as indicated above and, in consideration of the mutual covenants and conditions contained in this Voluntary Waiver, Release of Liability, and Assumption of Risks Form, I hereby agree as follows:

1. Assumption of Risks

I acknowledge, understand and appreciate that as part of my participation in Ruffner Mountain Nature Preserve programs or activities there are dangers, hazards, and inherent risks to which I may be exposed, including the risk of serious physical injury. The dangers, hazards, and risks may arise from my own actions, inactions, or the negligence of others, or the conditions of the premises. I also acknowledge and understand that there may be other dangers, hazards, or risks not presently known or reasonably foreseeable. Some of the risks that may be present or occur include, but are not limited to:

- The hazards of traveling to the location of the program or activity
- The forces of nature including lightning, weather changes, sunburn, high winds, and other hazardous conditions
- The physical exertion and stress associated with this strenuous activity
- Injury or disease contraction from any animals at Ruffner Mountain to include bites, scratches or other bodily harm

Therefore, I voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from any Ruffner Mountain programs or activities. I understand and assume the risks of participating in this activity. I understand that this activity may subject me to rigorous physical exertion. I hereby declare that I am in suitable physical condition to accept a rigorous level of activity. Furthermore, I hereby consent to treatment, evacuation, anesthesia, and/or operations which might become necessary in the event of a medical emergency during my participation. I understand that Ruffner Mountain Nature Preserve, its board members, its staff, and its volunteers will not be held responsible.

2. Waiver of Claims

On behalf of myself and my personal representatives, heirs, administrators, successors and any and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned agrees and does hereby release, waive, forever discharge,

agree to indemnify and covenant not to sue Ruffner Mountain for claims including but not limited to any claims for damages, relief or compensation which I may have by reason of injury, death, property damage, or loss of any kind arising out of my participation in any Ruffner Mountain activity.

3. Hold Harmless

On behalf of myself and personal representatives, heirs, administrators, successors, assigns, and any and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned agrees to exempt, absolve, hold harmless and indemnify Ruffner Mountain Nature Preserve of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death, or loss while participating in any part of the Ruffner Mountain activities even if such loss, damage, injury, or death is the result of negligence on the part of any or all of Ruffner Mountain or from any other cause. The undersigned hereby agrees to indemnify and hold harmless Ruffner Mountain from any claims, losses, costs, or expenses of any kind, which Ruffner Mountain may incur as a result of any lawsuit, claim, or demand made by myself against Ruffner Mountain for any of the activities contemplated herein.

4. Covenant Not To Sue

On behalf of myself and personal representatives, heirs, executors, administrators, successors and any other and all other persons, firms, employers, corporations, associations, or partnerships, the undersigned covenant not to sue and agree to never initiate or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to participation in any Ruffner Mountain activity.

5. Authorization for Medical Care

The undersigned consents and gives permission for any injury/medical emergency to be addressed and treated by staff within the staff members' certifications. The undersigned gives permission to Ruffner Mountain to seek further medical assistance and treatment for the undersigned as well as arrange for transportation for treatment. I accept full responsibility for payment of all services rendered.

6. Photo Release

I grant Ruffner Mountain Nature Preserve the right to use, reproduce, assign and/or distribute photographs, films, videotapes, and sound recordings of me for use in materials they may create.

This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital. The undersigned has been given ample time to read and understand this release, and fully accepts its contents and conditions and agrees to them by signing its release voluntarily. I am aware that by signing this release that I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against Ruffner Mountain. The information I have provided is disclosed truthfully.

SIGNATURE IS REQUIRED:

Participant's Name: _____

Date: _____

Participant's Signature: _____

(If participant is 14 years or older)

Parent/Legal Guardian's Name: _____

Parent/Legal Guardian's Signature: _____

Date: _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19