### Liability Form for Events THE IOWA NATURAL HERITAGE FOUNDATION

## **Contact Information**

Full Name:		
Street Address:	City, State, Zip:	
Phone Number:	Email:	
Medical concerns we should note about you (allergies, etc.):		
How did you hear about this event?		

## **Emergency Contact Information**

Full Name:	Relationship:
Primary Phone:	Secondary Phone:

## Job Description/Potential Risks

Event activity description:	Individuals will have the opportunity to hike and explore the property with the guidance of an INHF staff person.
Potential risks:	Injury due to walking on uneven terrain, include (but not limited to) scratches, cuts, trips and/or falls; exposure to poison ivy or stinging nettles in wooded areas; exposure to allergens and/or insects; exposure to the elements; other unforeseen in unpredictable risks.

## Sign and Release

**INDIVIDUALS WILL NOT BE PERMITTED TO PARTICIPATE WITHOUT COMPLETING A RELEASE AND WAIVER FORM.** IN WITNESS THEREOF, Participant has executed this Release as of the day and year first written below.

Signature:

Date:

### Legal Guardian Signature (if participant is under age 18):

This Release and Waiver of Liability (the "Release") is executed by the participant or the legal guardian of a youth (any person under the age of 18 years of age) who is participating (the "Participant" in favor of Iowa Natural Heritage Foundation (INHF), INHF's director, employees and volunteers. The Individual desires to participate with INHF and engage in activities related to the "Activities".

The Participant hereby freely, voluntarily and without duress executes this Release for the Individual's self, personal representatives, heirs and next of kin under the following terms:

- **Release and Waiver:** Participant does hereby release, forever discharge, covenant not to sue, and hold harmless INHF and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the event's Activities on behalf of INHF.
- **Medical Treatment:** Participant does hereby release and forever discharge INHF, its director and its employees, from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with INHF. By signing this agreement, you, the undersigned, hereby agree to and authorize the following:
  - INHF may seek medical treatment or service, including without limitation first aid, hospitalization and emergency ambulance service, for the Participant in connection with the Individual's participation in the Activity. The Participant or their Guardian shall remain financially responsible for any costs incurred as a result of said treatment and services and hereby agree to make full payment for such to the attending medical personnel and/or health care facility rendering such treatment and services. INHF shall make every effort to contact the Individual and the emergency contact provided in this Agreement in the event such care is sought.

INHF may share information contained in this Agreement as well as other documents and information related to the Participant
otherwise in its possession with other INHF staff, Activity sponsors and volunteers and health providers in seeking such
medical treatment or service for the Participant.

## INHF does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Insurance: The Participant understands that, except as otherwise agreed to in writing by INHF, INHF does not carry or maintain health, medical, or disability insurance coverage for any Participant. EACH PARTICIPANT IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

**Photographic Release:** Participant does hereby grant and convey unto INHF all right, title, and interest in any and all photographic images and video or audio recordings made by INHF during the Participant's Activities with INHF, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Photos may be used by INHF and other organizations affiliated with the event.

## INHF IS NOT RESPONSIBLE FOR ANY LOST OF DAMAGED PERSONAL ITEMS THAT MAY OCCUR ON THE PROEPRTY OR DURING THE EVENT.

**Other:** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Iowa. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

#### YOUTH PARTICIPATION – THE PARENT OR LEGAL GUARDIAN AGREES TO THE FOLLOWING CONDITIONS:

#### GENERAL TERMS AND CONDITIONS:

- You are familiar with the Activity and have been provided an opportunity to ask questions about the Activity.
- You shall direct the Child to maintain contact with the Activity group and/or leader at all times.
- You shall ensure the Child is dressed and equipped appropriately for the weather and conditions of the Activity.
- The Child shall not operate a vehicle or equipment with a motor during the Activity (unless the vehicle or equipment is used due to mobility impairment).
- INHF shall be permitted to contact the parent/legal guardian and emergency contact(s) provided on this form and release the Child to those persons so identified in this form.

**ACKNOWLEDGMENTS:** By signing this youth participation agreement, you, acknowledge the following:

- That the Activity may include activities that may be hazardous to the Child.
- That you have the right to prevent or disallow the Child from performing any activity(ies) related to the Activity that you feel the Child is unqualified to perform or that you deem to be unsafe.
- That participation in the Activity poses some known and inherent dangers to the Child, as may be described as part of the Activity above, including without limitation: bodily injury, personal injury, illness, death, or property damage.
- That INHF does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness of the Child.
- That INHF has the right to limit or bar the Child from participating in any part or all parts of the Activity for any reason.
- That, except as otherwise agreed to in writing by the INHF, INHF does not carry or maintain health, medical, or disability insurance coverage for any participant, including the Child.
- That the ratio of minors involved in the Activity to supervising adults may be as high as ten minors to one adult, depending on the activity.

INHF is an equal opportunity agency welcoming all persons regardless of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status, or any classification protected by federal, state, or local law.

# THIS DOCUMENT SHALL BE KEPT ON SITE AT THE INHF OFFICE KEPT IN A SECURE FILE FOR 5 YEARS FROM THE DATE ON THE DOCUMENT AFTER WHICH IT CAN BE DESTROYED.