

## Altar Valley Conservation Alliance, Inc. Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In consideration of the services of ALTAR VALLEY CONSERVATION ALLIANCE, Inc., its agents, owners, stockholders, officers, board members, volunteers, participants, employees, affiliated landowners allowing projects or workshops and any state or federal entities or public land administrators working with the Altar Valley Conservation Alliance or permitting projects or workshops through the Altar Valley Conservation Alliance and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AVCA"), I hereby agree to release and discharge AVCA on behalf of myself, my parents, my heirs, assigns, personal representative and estate (hereinafter collectively referred to as "I" or "myself") as follows:

1. **Inherent Risks** I acknowledge that the following describes some, but not all of the risks that I might encounter while at the AVCA or while participating in activities with or through the AVCA. I acknowledge that conservation workshops, field trips conservation projects, lectures or other activities entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment, excitement and satisfaction in this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment, excitement and satisfaction and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities of AVCA. I also understand and acknowledge that failing to use or properly use safety type equipment such as good boots, gloves, eye protection, sunscreen, etc., increases my risk of injury or of not surviving an accident or incident in the field.

I acknowledge and understand that the AVCA workshops, field trips, conservation projects, lectures and other activities are generally located in **desert/ranch environments** that have numerous obvious and non-obvious inherent hazards including, but not limited to, cliffs, rocks, holes, fences, machinery, stumps, logs, ditches, debris, roads, trails, washes, streams, rugged terrain, cacti or other flora, stinging and/or poisonous insects and reptiles, and forces of nature. I acknowledge that, in the desert area in which AVCA activities are located, participants may experience extreme environmental and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants ability to react or respond. I may encounter dangerous wildlife, insects, etc.; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, extreme temperature variations, etc., can occur.

I acknowledge that I may be required to use **tools and equipment** which I am unfamiliar with and I will be responsible for learning how to handle these and for taking care for my own safety in using equipment. I acknowledge that the activities may involve hiking, use of hand tools, use of ladders and/or power tools. I acknowledge that I may be working near heavy machinery. I acknowledge that my time with AVCA may require me to use equipment that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that I may be working with, interacting with and/or relying on these other people with whom I am not generally acquainted. I acknowledge that food preparation is an integral part of this activity and that I and other participants may be eating in unfamiliar environments or in the outdoors and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform AVCA of any specific food related allergies and I acknowledge that AVCA can not be responsible for allergies, illness or diseases related to meals and food preparation. I specifically acknowledge that, illegal drug or alcohol consumption during these AVCA activities is specifically prohibited and in the event I choose to consume drugs or alcohol while with AVCA, I will bear complete responsibility for myself and for any damages I may cause to AVCA, the property we are on or to other participants.

AVCA is **not a "Common Carrier"** but rather is in the business of conservation oriented workshops, field trips, projects, lectures and other activities. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by AVCA and may involve errors in judgment by AVCA staff or volunteers operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

Furthermore, AVCA instructors, lecturers and volunteers or staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

**By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in AVCA activities.**

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume **ALL** the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. **Release and Waiver of Rights Including for Claims Of NEGLIGENCE** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AVCA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AVCA's equipment or facilities, including any such Claims which allege **negligent** acts or omissions of AVCA.

4. **Indemnity** As liquidated damages, I agree that, should AVCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for **ALL** such fees and costs.

5. **Personal Skill and Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by AVCA I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

6. **Medical Issues** I further agree that, in the event that AVCA deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving AVCA permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against AVCA for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from AVCA activities or the field.

7. **Photographic Assignment** I understand that AVCA reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted by it and I hereby agree that AVCA may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by AVCA.

8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with AVCA.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against AVCA, I agree to do so solely in the State of Arizona, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree to submit to the jurisdiction of the Arizona courts. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy (including electronic versions) of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and AVCA and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AVCA on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT - INCLUDING ALL 3 PAGES. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Age: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)**

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that AVCA relies to its detriment on this representation. In consideration of my child or ward ("Minor") being permitted by AVCA to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless AVCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by AVCA

AVCA Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_