

Eastern Diamondback Conservation Foundation, Inc. DBA The Rattlesnake Conservancy

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND RELEASE OF CLAIMS

By signing this document, you agree to assume all risks related to your activities with or under the direction of the Eastern Diamondback Conservation Foundation, Inc., DBA The Rattlesnake Conservancy (hereinafter TRC) and/or any employees, officers, and/or directors, located at ANY location, and you agree to waive and release all potential liabilities and claims that you may otherwise come to have against TRC, as a result of, or related to, your presence on the premises of, participation in activities at, or sponsored by TRC

In consideration of the use of the premises owned by TRC, and/or use of their animals, gear, bite protocols, and other associated areas, as well as participation in activities on, or at, or sponsored by TRC, you agree and acknowledge as follows:

1. Notification and Acknowledgement of Risks I acknowledge that the use, handling, and husbandry of Venomous Reptiles, as well as simply being in close proximity to Venomous Reptiles, involves a risk of physical injury or envenomation. I expressly assume all inherent risks involved in the use, handling and husbandry of Venomous Reptiles on or adjacent to the premises of TRC, whether those risks are known or unknown. Inherent risks are those dangers or conditions that are characteristic of, intrinsic to, or are an integral part of the use, handling and husbandry of Venomous Reptiles. Inherent risks include, but are not limited to:

a. The propensity of a Venomous Reptile to behave in unpredictable ways, regardless of its training and usual past behavior and characteristics, and to otherwise behave in ways that may result in injury, harm or death to a person on or around them. This includes that a venomous reptile may, without warning or apparent cause, bite, or chase a person.

b. The unpredictability of the reaction of a venomous reptile to movement, unfamiliar objects, people, or other animals

c. The condition of the physical premises that may result in (i) injuries caused by certain hazards such as surface and subsurface conditions; or (ii) tripping due to hazards in or on the property of TRC.

d. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or to others, such as failing to maintain control over a venomous reptile or not acting within his or her ability.

e. A cage falling on an individual, gear failure or any other condition which may hinder the safe handling of Venomous Reptiles.

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I further acknowledge that the activities in which I may choose to engage require good physical conditioning and a certain degree of skill and knowledge that is expected prior to learning to handle Venomous Reptiles. I believe I have sufficient physical conditioning and the necessary degree of skill and knowledge to engage in these activities. I do not have any mental or physical conditions, including epilepsy or heart ailments, which could materially impair my ability to engage in these activities.

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2. Alcohol, drugs and other illegal substances

I also swear that I am not under the influence of drugs, alcohol or any other substance which could impair my abilities to safely handle Venomous Reptiles. Should any illegal substance, alcohol or any other mental impairing substance be found in my system at the time of a bite or injury. I agree that TRC's directors, officers, or employees, will not be held liable for my misuse of these substances and/or my injury.

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3. Assumption of Risks I hereby knowingly and voluntarily assume all risks including those resulting from the negligence or fault of others, and also including the risk of death, serious bodily injury, or other personal or property damage associated with, or resulting from, all activities at TRC's property. I assume full responsibility for my own conduct and for any injuries or property damage I may cause. I assume all such risks without regard to negligence or fault, for myself, my dependents, heirs and agents.

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4. Waiver and Release of Liability I understand that TRC , and/or their directors, officers, and/or employees, are not legally responsible for any property damage, personal injury or death to me, the venomous reptiles I may be handling or other persons or property that results from the inherent risks, whether foreseeable or unforeseeable, that may arise from the use, handling and husbandry of Venomous Reptiles.

I further understand that TRC, their directors, officers, and/or employees, are not required to eliminate, alter or control the inherent risks that arise from the use, handling and husbandry of Venomous Reptiles. I will look solely to my own assets to satisfy any and all expenses arising from any injury or loss I may sustain.

I hereby waive any claim against TRC and/or their insurance carrier(s), and lessees, and I agree to indemnify and hold then, or any of them, their directors, officers, agents and employees, members or contractors, harmless for any physical injury to myself, physical injury to others, or for property damages sustained by others as a result of, or arising out of, the actions of the Venomous Reptile I am handling or my actions or omissions.

5. Jurisdiction and Venue In the event of any dispute that may arise relating to this document, or

the activities contemplated herein, the laws of the State of Florida shall apply, and jurisdiction and venue shall be in a court of competent jurisdiction in Duval County, Florida.

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6. Binding Effect I represent that I am an adult and legally competent to sign this waiver and release, or that I am the legal guardian of the minor(s) on whose behalf this waiver and release is signed; that the terms of this waiver and release are contractual; and that this waiver and release shall be binding on me, my minor children, personal representatives, heirs, successors and assignees for the duration of my presence on the premises of, or participation in activities, or sponsored by TRC and/or their directors, officers, and/or employees. I understand that this is a legally binding document. I understand that signing this document may alter my legal rights in the event I sustain injury or loss, and acknowledge that I am signing it voluntarily.

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Signature: _____

Name printed: _____