



RELEASE AND WAIVER

____ 1. **ACTIVITY AND ASSOCIATED RISKS:** I, _____(name) have chosen to sign up myself or my child to participate in an outdoor recreational program (hereinafter referred to as “Fossils & Buzztails”) with The Rattlesnake Conservancy (hereinafter referred to as “TRC”). I understand that:

- It is solely my responsibility to determine whether I think that Fossils & Buzztails exposes my family or myself to an unreasonable risk of harm or loss;
- Fossils & Buzztails will take place outdoors and include inherently dangerous activities with unpredictable risks such as hiking. While participating I may be exposed to dangers and hazards, including but not limited to: falling rocks, inclement weather, hostile or aggressive wildlife, falls, fractures, concussions, equipment failures, negligence of others, drowning, and/or death;
- I agree to pay for any medical care and/or evacuation that I and/or my family incur.

____ 2. **ASSUMPTION OF RISK:** I voluntarily, knowingly, and expressly assume the above-mentioned risks as well as other risks not listed that are part of Fossils & Buzztails, and any harm, injury or loss that may occur to me or my property as a result of my participation in Fossils & Buzztails or during any transportation to or from its related activities—including any injury or loss caused by the negligence of TRC, its employees, agents, and officers, its contractors, and other participants.

____ 3. **RELEASE OF LIABILITY:** I hereby RELEASE TRC, its owners or members, heirs, agents, attorneys, employees, assigns, other participants, sponsors, advertisers, contractors, equipment providers, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (the released parties) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to my child or to any other person or to any property during Fossils & Buzztails or in any way.

____ 4. **PHOTO RELEASE:** I understand that during Fossils & Buzztails I may be photographed or videotaped. I consent to these photographs or videos to be shared in promotional materials, on social media, and on the TRC website unless otherwise indicated.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Name

Date

Signature