

**WAIVER OF LIABILITY
Companion**

Date of Field Trip: _____ **Participant Name:**

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Location of Field Trip: **Burnham Brook Preserve, East Haddam, CT**

Description of Field Trip or Event:

DAY TRIP TO THE NATURE CONSERVANCY'S PRESERVE DESCRIBED ABOVE WHERE A COMPANION WILL WALK ALONG THE SELF-POWERED ALL-TERRAIN TRACK CHAIR KNOWN AS A "TRACK CHAIR" WHILE PARTICIPANT RIDES ON THE PRESERVE TRAILS AND THROUGH THE PRESERVE. THE TRACK CHAIR USES A CONTINUOUS TRACK AND TREAD SYSTEM INSTEAD OF WHEELS, OVER ROUGH, ROCKY, SANDY, HILLY AND/OR UNEVEN TRAILS AND TERRAIN. WHEELCHAIR TRAVEL WILL BE BUMPY, MAY INVOLVE ABRUPT STOPS AND WILL BE OPEN TO THE AIR AND ELEMENTS. PARTICIPANTS MAY ENCOUNTER WILD ANIMALS, SLIPPERY ROCKS, LOOSE SOILS, BEES, TICKS AND OTHER INSECTS THAT MAY BITE OR STING, STINGING NETTLES, POISON IVY AND POISON OAK AND OTHER NATURAL VEGETATION, AND QUICKLY CHANGING WEATHER CONDITIONS.

In consideration for receiving permission from The Nature Conservancy ("TNC") to participate in the field trip or event described above (the "Field Trip"), I agree as follows:

1. I declare that I am in sufficient and appropriate physical and mental condition to participate in the Field Trip and that I do not have any type of injury, illness, or allergy that could manifest or worsen as a result of my participation. I understand that I must be able to transfer in and out of the self-powered all terrain wheelchair ("Track Chair") without assistance from TNC, its staff or volunteers in order to participate in the Field Trip and utilize the Track Chair. I understand the nature of the terrain and the type of Field Trip which I will be participating in, and I am capable of safely undertaking this Field Trip.

2. I understand all of the risks involved in taking this Field Trip, and that some of the activities and risks are inherently dangerous. The dangers and risks of the Field Trip activities include, but are not limited to, the condition and operation of the Track Chair. Track Chairs provide opportunities for individuals who have difficulty walking or hiking trails to explore TNC's Preserve. By participating there is a risk of my becoming injured in an area remote from medical care and TNC cannot guarantee availability of emergency medical services or emergency transportation to medical facilities. I agree to take all reasonable precautions and follow any safety instructions to avoid injury to myself and others, and damage to my belongings and to property of third parties. I agree to go into only those areas authorized by TNC and to comply with all TNC rules concerning the Field Trip, including the following requirements for Track Chair operation, which will also be posted in the garage where wheelchair is stored.

3. I am engaging in the Field Trip at my own risk, and acknowledge that TNC makes no warranties or representations, express or implied, regarding the condition or safety of the terrain, the Track Chair, or of any other equipment provided by TNC for the purposes of the Field Trip or any other purpose.

4. On behalf of myself, my heirs, successors and assigns, I hereby forever release, indemnify and hold TNC and Removing Barriers, and their respective affiliates, officers, directors, employees, volunteers, representatives and agents (collectively, the "Released Parties"), harmless from and against any and all responsibility with respect to direct, indirect, incidental, consequential, special, economic, or punitive damages that might result from my participation in the Field Trip and from my usage of the Track Chair. I renounce the exercise of any claim, suit, cause of action or claim for liabilities, losses, damages (including personal injury and/or death), costs (including legal costs) and expenses (collectively, the "Losses") arising from or in any way related to my participation in the Field Trip, directly or indirectly, including but not limited to any of the excursions in whatever form of transportation. I intend this release to be effective, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery. This present waiver of liability covers all potential Losses that I may suffer as a result of the active or passive negligence of any of the Released Parties. **I UNDERSTAND AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY RELEASE AND EXONERATE EACH OF THE RELEASED PARTIES FOR THE CONSEQUENCES OF THEIR NEGLIGENCE, EVEN IF THEIR NEGLIGENCE CAUSED PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.**

5. I have sufficient insurance with coverage for any emergency or medical situation that may arise as a result of my participation in the Field Trip. I acknowledge that I am responsible for the costs of accident and/or health insurance. I understand that TNC shall not be responsible for the applicability or coverage of my insurance and, furthermore, TNC shall not be responsible for providing any insurance on my behalf.

6. I grant TNC permission to take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the Field Trip, including any media which contains my image or likeness, for TNC's purposes. I also consent to the use of my name in connection with such images. I release, indemnify, and hold harmless the Released Parties from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy.

AFTER HAVING READ, UNDERSTOOD AND ACCEPTED THE PROVISIONS OF THIS FIELD TRIP WAIVER OF LIABILITY, I hereby state my intention to assume all responsibility and all risks involved with the Field Trip and to indemnify TNC from any and all liability to the maximum extent allowed by law. I further understand that I am giving up substantial rights and that I do so freely and voluntarily, without any coercion. My legal representatives, administrators and/or heirs are bound by my consent. I am at least 18 years of age, or, if I am not 18 years of age, the signature and consent of my parent or legal guardian is included below.

Participant's Signature: _____ Date: _____

Participant's Printed Name: _____

Consent for Participation by Minors or Persons Under a Guardianship

Minor Volunteer Name (Print):

I am the parent or legal guardian of the minor identified above, who as my permission to participate in volunteer activities for TNC under the terms described above. I make all of the representations and agree to all of the terms specified above with respect to my child's or ward's participation in these activities.

Without placing any limitation on the foregoing provisions, I represent that I have legal authority to execute the photo permission for the above-named minor, of whom I am the parent/guardian, and I consent to and authorize the marketing, media, and publicity use by TNC, in the exercise of TNC's sole discretion, of any photographs, video or audio taken of such minor while engaged in volunteer Activities for TNC as described above.

Parent's/Guardian's Signature:

Printed Name of Parent/Guardian:

Date:
