## Ijams Volunteer Program Liability Release

## Please read carefully. This is a release of liability and waiver of legal rights.

- 1. The undersigned, being at least 18 years old, has read and signed the following release, or if he/she is younger than 18 years of age, has a guardian who has read and signed the following release (hereinafter referred to collectively as "I").
- 2. I acknowledge that the activities that are part of the Ijams Volunteer Program including (but not limited to) hiking, handling animals, removing vegetation off-trail (collectively referred to as "the Activity") are hazardous and involve a great risk of physical injury. I assume all risks associated with the Activity including, but not limited to, scratches, cuts, bites, falls, and salmonella exposure. I hereby recognize and assume those risks.
- 3. In consideration of the instruction and equipment provided by **Ijams Nature Center staff** ("Ijams"), I agree to release and hold harmless Ijams, their subsidiaries and affiliates, their respective agents, directors, officers, owners, contractors and employees (collectively "the Released Parties") from any and all claims I might have as a result of the Activity, including those claims based on negligence or breach of warranty. Additionally, I agree to indemnify the Released Parties for any and all claims whatsoever brought by a third party for any damage which I may cause or which any other person may cause while engaged in the Activity.
- 4. I agree to utilize all equipment in a safe and responsible manner, in accordance with instruction provided by Ijams. I understand and agree that I am responsible for the equipment and any protective equipment provided. I acknowledge that Ijams has advised me that the use of safety gear is mandatory when necessary.
- 5. I accept responsibility for any medical expenses incurred in connection with the Activity; I agree to indemnify the Released Parties for any and all claims; and I agree to indemnify the Released Parties for any and all claims brought by a third party arising in connection with participation in the Activity.
- 6. In exchange for Ijams allowing me to utilize the aforementioned equipment, I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Ijams arising from my participation in the Activity **OR** use of this equipment, and INCLUDING any claims for personal injury, WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE and EXCLUSIVE JURISDICTION thereof will be in the state court or federal court of the State of Tennessee.
- 7. I agree that if any portion of this release is found invalid or unenforceable, the remaining provisions will be fully enforceable to the fullest extent allowed by law. This agreement is binding on my estate, heirs, administrators and assigns.
- 8. I hereby grant permission to and authorize Ijams Nature Center to reproduce my photographic/videographic images or voice in connection with Ijams. I understand that the likeness, voice or photographs and/or videotapes may be used in educational settings, and/or in professional publications and/or conferences. I further understand that these materials can be used without limitation, reservation, or compensation, other than the receipt hereby given. I further understand that my name or child(ren)'s name(s) will be kept confidential. I understand that I need to ask permission first before taking my own photographs or videos.

## I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Volunteer's Name

Guardian's Name(s)

Guardian's Signature

Date