

**BEAVER PONDS ENVIRONMENTAL EDUCATION CENTER
WAIVER AND RELEASE AGREEMENT**

In consideration for my child being permitted by Beaver Ponds Environmental Education Center (“**BPEEC**”) to visit and use the grounds of BPEEC, I agree to the following Waiver and Release on my own behalf and on behalf of my child and any personal representatives, heirs, estate, agents and/or assigns of myself and my child (collectively “**Releasing Parties**”):

1. I, _____ (print name) _____, acknowledge and understand that the grounds of BPEEC have inherent risks, hazards and dangers that cannot be eliminated and that involve risk of damage to personal property or serious bodily injury, including permanent disability, death and/or illness. I understand I am voluntarily allowing my child to use the grounds of BPEEC with full knowledge of the inherent risks, hazards and dangers involved, which include, but are not limited to, risks arising from (a) terrain which is in its natural state; (b) conditions which may vary, be unpredictable and not maintained; (c) unmarked objects and hazards that may not be visible; and (d) such other risks, hazards and dangers that are integral to this natural area, including, without limitation, dangerous weather, risk of rattlesnake bites and diseases carried by animals. A complete listing of inherent and other risks is not possible; there are also risks that cannot be anticipated. I am not relying on BPEEC representatives to list all possible risks or conditions for me. I expressly assume and accept any and all risks associated with such use for myself and my child.
2. I, for myself and the other Releasing Parties, knowingly waive, release, discharge and hold harmless BPEEC and its affiliates, successors, assigns, directors, officers, employees, agents, volunteers, contractors, consultants (collectively “**Released Parties**”) from and against any and all claims, actions, demands, losses, damages, expenses (including reasonable attorneys’ fees) and liabilities (whether known or unknown, foreseen or unforeseen, future or contingent) with respect to any and all property damage, personal injury and/or death arising from my child’s use of the grounds of BPEEC and/or participation in activities at BPEEC, including that which is caused by the negligence of any kind or nature of the Released Parties (collectively “**Claims**”). Further, I agree to defend and indemnify all Released Parties from any and all Claims that a third party may have arising from my child’s use of the grounds of BPEEC and/or participation in activities at BPEEC.
3. I, for myself and the other Releasing Parties, knowingly waive, release, discharge, indemnify and hold harmless the Released Parties from any Claim whatsoever that arises or may arise on account of any first aid, treatment or service rendered in connection with my child’s use of the grounds of BPEEC and/or participation in activities at BPEEC.
4. I permit BPEEC and its affiliates, assigns, licensees, and successors (collectively “**Affiliates**”) to display, publicly perform, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, license, otherwise use, and permit others to use my child’s name, image, likeness and appearance in materials created by or on behalf of BPEEC, or relating to BPEEC or its programs, on a perpetual basis throughout the world and in any medium or format without further consent from or royalty, payment, or other compensation to me or my child,

