

The Heard Natural Science Museum & Wildlife Sanctuary Ropes Course Liability Release



Agreement to Participate, Including Assumption of Risks and Agreements of Release and Indemnity

In consideration of being allowed to participate in this Challenge Course workshop, organized and conducted by The Heard Natural Science Museum and Wildlife Sanctuary, I acknowledge and agree as follows.

The workshop in which I will be participating includes moderate to strong physical exertion on low and high elements, including a network of cables, ropes, swings, and platforms, as high as 50 feet off the ground, over and on which I may walk, swing, and otherwise move with or without the assistance of other persons. These activities include exposure to the natural elements, which may include heat, extreme cold, rain, and high altitude; close personal contact, including the possibility of unwelcome touching, and dependence on other participants and staff; incidents may result from the carelessness of other participants and staff; and the failure in equipment. These risks and hazards are inherent in the activities of the workshop and the environment in which it is conducted, and they cannot be eliminated without significantly changing the nature of the activities.

I understand that these hazards and risks may result in loss or damage to personal property, and emotional and other personal injuries, including falls, abrasions, sprains, breaks, and extreme cases, even death.

I represent that I have no medical or emotional condition which may adversely affect my participation in this workshop, or which may cause me to be a danger to myself or others. I have listed on the Health History Form provided by The Heard Natural Science Museum and Wildlife Sanctuary any and all medical conditions which I believe should be brought to the attention of The Heard Natural Science Museum and Wildlife Sanctuary. I understand that it is my responsibility, and mine only, to determine my suitability, medical, or otherwise, for participation in the workshop.

Acknowledgment and Assumption of All Risks

I acknowledge and assume all risks of the workshop, its activities and the environment in which it is conducted, whether or not those risks are inherent, whether or not they are described above.

Agreements of Release and Indemnity

I agree to release and hold, The Heard Natural Science Museum and Wildlife Sanctuary, its shareholders, directors, officers, employees, agents, contractors ("Released Parties") from any and all claims which I now have or may acquire in the future, including claims of negligence but not claims of gross negligence or intentionally wrongful conduct, as a result of or arising from my enrollment or participation in the workshop.

I further agree to protect and indemnify (that is, defend and pay any judgment and costs, including attorney's fees) The Heard Natural Science Museum and Wildlife Sanctuary and the other released parties from any claim of third parties, including rescuers, other participants in the activities of The Heard Natural Science Museum and Wildlife Sanctuary, and members of my family, arising from my enrollment or participation in the workshop.

Other

I agree to reimburse or pay any and all costs of The Heard Natural Science Museum and Wildlife Sanctuary or any other released party associated with defending a claim brought by me or by anyone on my behalf, to the extent that claim is dismissed or otherwise found to be without merit.

In the event of a dispute between me and The Heard Natural Science Museum and Wildlife Sanctuary or any released party, I agree to engage in good faith efforts to mediate that dispute. Unless otherwise agreed in writing, any mediation or suit may be conducted or filed only in the Collin County, Texas, and the laws of the State of Texas will apply to any such dispute, excepting only the laws of the State of Texas which may apply the laws of another jurisdiction.

I authorized The Heard Natural Science Museum and Wildlife Sanctuary to provide or obtain medical care for me in the event of an incident requiring medical attention, and I further authorize The Heard Natural Science Museum and Wildlife Sanctuary to exchange with any third-party medical care giver such information regarding my medical history or condition as may be deemed important to either of them.

I agree that I will not consume or be under the influence of any chemical substance, including alcohol, during the workshop. I understand further that the activity and all aspects of it are purely voluntary and I may choose not to participate. I agree that I will follow all safety instructions. I agree to allow The Heard Natural Science Museum and Wildlife Sanctuary to use photographic or other images of me for marketing or any other purpose deemed reasonable by The Heard Natural Science Museum and Wildlife Sanctuary.

I also authorize the Heard to photograph or videotape the registered participant for the reasonable use and purpose of promoting Ropes Course activities and events.

Should any part of this agreement be deemed not enforceable by a Court of competent authority, the remainder of the agreement shall nevertheless remain in full force and effect.

Name of Participant

Signature of Participant

Date

Legal Guardian Signature

Date

The Heard Natural Science Museum & Wildlife Sanctuary



Ropes Course Health Statement

The proposed activity provided by The Heard Natural Science Museum & Wildlife Sanctuary requires participation in physical exercises which are, by their nature, physically demanding. Therefore, all participants must be free of medical or physical conditions which might create undue risk to themselves or any other who depend on them. If there is any doubt about your ability to safely participate in this experience, you should have a physical examination.

Participant Name _____ Birthdate ____ / ____ / ____ Age ____ Gender ____

Address _____

City _____ State _____ Zip _____

Primary phone _____ Alt phone _____

Health History	No	Yes
Have you or do you currently have any health problems? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>
Do you frequently suffer from pains in your chest?	<input type="checkbox"/>	<input type="checkbox"/>
Do you often feel faint or have dizzy spells?	<input type="checkbox"/>	<input type="checkbox"/>
Have you been diagnosed with high blood pressure?	<input type="checkbox"/>	<input type="checkbox"/>
Are you a smoker?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have arthritis, joint or back problems? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>
Have you have any major operations or serious injuries? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any physical disabilities or chronic recurring illnesses? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any allergies? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>
Do you have diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have epilepsy?	<input type="checkbox"/>	<input type="checkbox"/>
Are you currently taking any medications? If yes, please list:	<input type="checkbox"/>	<input type="checkbox"/>
Are you currently or possibly pregnant? If yes, due date if known:	<input type="checkbox"/>	<input type="checkbox"/>
Do you have any other condition which a medical professional would need to know about if treating you for an emergency situation? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>

Medical Insurance Policy _____ Policy Number _____

Name of policy holder _____

Name of primary physician: _____ Office phone _____

In case of emergency please notify: _____

Relationship to participant _____ City/State _____

Primary phone _____ Alt phone _____

Representation and Emergency Authorization This health history is correct so far as I know, and I believe that my health is satisfactory to participate in challenge course activities. I understand and agree by any restriction placed on my activities.

I also hereby give permission to the emergency medical personnel selected by The Heard Natural Science Museum & Wildlife Sanctuary to treat me as they deem required. Such authorization for emergency treatment shall include, but not be limited to, charges incurred for the providing of aid and any transportation recommended by the emergency medical personnel.

Signature of Participant _____ Date _____

Signature of Witness _____ Date _____