

NOTICE AND RELEASE OF LIABILITY

NOTICE

I hereby acknowledge that **NATURAL AND ARTIFICIAL DANGEROUS CONDITIONS EXIST** on the premises, including the presence of harmful or venomous snakes, insects, spiders, low hanging trees or branches, eroded conditions of the land, wild and domestic animals, deep water, mud, sand, sink holes, water wells, firearms, animal traps, vehicles, furniture including picnic tables and benches, and slippery walking or driving surfaces. In addition, I hereby acknowledge that other naturally occurring dangerous conditions may exist on the premises as well as artificially occurring dangerous conditions germane to activities on the premises.

I also hereby acknowledge that my activities at Outdoor Nature Club's Little Thicket Nature Sanctuary (The Sanctuary) may include travel on or off the premises in vehicles owned and/or operated by its trustees, representatives, volunteers, employees, directors and agents, and that travel on and off roadways or walking trails may be rough and dangerous.

RELEASE

In consideration of my being granted access to the premises of Outdoor Nature Club's Little Thicket Nature Sanctuary (The Sanctuary), the undersigned does hereby **WAIVE, RELEASE AND DISCHARGE** any and all claims for himself, his heirs, executors and administrators of any claim or claim which he may have or may develop against the Outdoor Nature Club and its trustees, representatives, volunteers, employees, directors and agents, whether now known or not, for damages, past, present or future, or other injury arising out of his entry on to the premises of The Sanctuary or travel in vehicles owned or operated by Outdoor Nature Club.

It is **MY INTENT TO WAIVE, RELEASE AND DISCHARGE** the Outdoor Nature Club and their trustees, representatives, employees, directors and agents **FROM ANY DAMAGES CAUSED BY** the Outdoor Nature Club and its trustees, representatives, volunteers, employees, directors and agents. I hereby expressly assume all risk associated with my presence on the premises and studies with The Sanctuary. I agree that as used in this agreement, the term "claim" includes, but is not limited to, any and all claims, demands, lawsuits, debts, accounts, covenants, action, cross-action, rights of recovery, liabilities, losses, expenses, costs and causes of action of any nature, whether in contract or tort, whether based upon breach of duty, common law, statute or regulation and includes, but it not limited to: actual damages, exemplary damages, punitive damages, statutory damages, damage to business or professional reputation, lost profits, damages to good will, consequential damages, damages from loss of credit, prejudgment and post judgment interest, and attorney fees. The undersigned agrees that he has relied upon his own judgment or sought counsel for advice in entering into this agreement and has not relied or been influenced by any representations made by the Outdoor Nature Club. The parties further acknowledge that none owes the other any fiduciary duty and that none has relied on any other confidential or trust relationship in entering this Agreement. Furthermore, the Parties acknowledge and agree that this Agreement is the product of arms-length negotiations.

I hereby acknowledge that if any parts of this Notice and Release of Liability are determined to be unenforceable in law, that remaining parts of this Notice and Release of Liability shall remain in effect.

Date: _____

Signature: _____

Printed Name: _____

Emergency Contact Name & Phone Number:
