

# Native Orchid Preservation and Education Society

## 2023 Membership Application

IN CONSIDERATION of being given the opportunity to participate in any NOPES activity, including scheduled, supervised club activities, and during my membership, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Understand the nature of NOPES Activities, both in meetings and hiking based, and that I am in good health, and in proper physical condition to participate in such Activity.
2. Understand that:
  - A. some NOPES ACTIVITIES such as Orchid Hikes involve risks and the danger of serious bodily injury, including permanent disability, paralysis and death ("Risks") as a number of the activities of NOPES will be outdoors where there may or may not be trails, or sloping terrain that may have moderate effort required, or the possibility of insect or animal bites or inadvertent contact with poisonous plants;
  - B. these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below;
  - C. there may be other risks and social and economic losses unknown to me or not readily foreseeable at this time; and I assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation in the Activity.
  - D. if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
3. Understand that NOPES is a society dedicated to the appreciation of native orchids through education and preservation. Individuals found poaching orchids will have their membership immediately revoked and will be reported to local and state authorities.
4. Understand that a member may not act on behalf of nor invoke the name of NOPES without the express written permission of the board of NOPES. Members agree to hold harmless NOPES, the board, its officers and other members for any activities conducted by said member.
5. Release NOPES, its administrators, directors, agents, officers, volunteers, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (the "Releasees"), from all liability, claims, losses or damages on my account caused or alleged to be caused in whole or in part by their negligence, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of them, I will indemnify, save and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damages, or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this agreement, understand its terms, understand that I have given up substantial rights by signing it and have signed it without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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**Printed Name of Participant:** \_\_\_\_\_

Address: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ (Home \_\_\_\_ Cell \_\_\_\_)

Email: \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PARENTAL CONSENT** (if participant is under the age of 18).

AND I, the minor's parent and/or legal guardian, understand the nature of NOPES 'activities and the minor's experience and capabilities and believe the minor to be qualified to participate in the activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee,

I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damages, or costs any may incur as the result of any such claim, to the fullest extent permitted by law.

**Printed Name of Parent/Guardian:** \_\_\_\_\_

Address: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ (Home \_\_\_\_ Cell \_\_\_\_)

Email: \_\_\_\_\_

**Parent/Guardian Signature** (only if participant is under the age of 18):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Membership dues are \$20.00 for an individual or \$30 for a family. Please make checks payable to NOPES and mail to Jan Yates, 4110 Rose Hill Avenue, Cincinnati, OH 45229. Or pay online via PayPal at <https://nativeorchidpreservationeducationsociety.com> and mail or email the membership form to Jan Yates. Email is jyates4110@gmail.com

The Native Orchid Preservation and Education Society is a 501(c)(3) organization and dues and donations are tax exempt for most people who itemize their deductions.