

Native Orchid Preservation and Education Society

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. ACKNOWLEDGE, agree and represent that I understand the nature of NOPES Activities, both in meetings and hiking based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. FULLY UNDERSTAND that:
 - A. some NOPES ACTIVITIES such as Orchid Hikes INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks");
 - 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 Releasee named below;
 - C. there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. FULLY 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. 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.
4. AGREE AND WARRANT that I will examine and inspect each Activity which I take part as a member of NOPES and that, 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.
5. HEREBY RELEASE, discharge, and covenant not to sue NOPES, their administrators, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, 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 the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

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I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and 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.

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 such 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, demands, 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, damage, or cost 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 mail to Jan Yates, 4110 Rose Hill Avenue, Cincinnati, OH 45229.