

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY (“Release”) is entered into this ____ day of _____, 20__ by the undersign Participant and is for the benefit of Johnny Morris’ Wonders of Wildlife Foundation and its officers, directors, employees and agents (collectively, “WOW”).

Name _____ Age _____
Address _____, and if Participant is under age 18,
(Parent/Guardian/Relationship) _____ (collectively, “Participant”).

WHEREAS, WOW intends to participate in a stream cleanup activity at _____ on or around _____, 20__ (the “Event”) and Participant desires to participate in the Event;

NOW, THEREFORE, in consideration of the opportunity to participate in the Event, the mutual covenants and conditions of this Release, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Participant agrees as follows:

SECTION 1: REGISTRATION OF PARTICIPANT(S).

The individual listed above as Participant wishes to participate in the Event, participation in the Event is voluntary, and Participant will only choose activities that are within his/her physical capacities.

SECTION 2: RIGHT TO REFUSE PARTICIPANT.

Participant understands and agrees that WOW may refuse to allow participation in Event by any Participant or person who WOW believes, in its sole judgment, may present a safety hazard to other Participants, Participant(s), WOW personnel, WOW invitees, and or to him/herself.

SECTION 3: WARNINGS AND ASSUMPTION OF RISK.

PARTICIPANT UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK ALWAYS PRESENT IN ANY EVENT DESPITE ALL TYPICAL SAFETY PRECAUTIONS. PARTICIPANT REPRESENTS THAT HE/SHE WILL TAKE ALL NECESSARY SAFETY PRECAUTIONS ASSOCIATED WITH THE EVENT.

SECTION 4: RELEASE OF LIABILITY AND INDEMNIFICATION.

Participant understands and agrees that, except in the event of an intentional act by WOW, Participant accepts full responsibility and agrees not to make a claim, including any claim of NEGLIGENCE, against or sue WOW for bodily injury, personal injury, property damage, death, medical expense and all other loss which is sustained by Participant arising from or associated with Event, (“Injury”). Participant hereby releases, indemnifies and holds WOW harmless from any liability for any such Injury. Participant understands that this Release binds his/her heirs, administrators, executors, personal representatives, and assigns. Parent or Guardian hereby agrees to indemnify and defend WOW for any and all claims or suits arising out of or in connection with a minor Participant on whose behalf Parent or Guardian has executed this Release.

SECTION 5: PUBLICITY.

Participant hereby grants permission to WOW to publish, in any form photographs or other type of media, Participant while involved in the Event and agrees that Participant is not due any payment from WOW for publishing the photographs or other media.

WAIVER AND RELEASE OF LIABILITY

SECTION 6: ENTIRE AGREEMENT/MISSOURI LAW/PARTIAL INVALIDITY.

This Agreement constitutes the final and entire agreement between WOW and Participant (including Parent or Guardian defined as Participant, if applicable) concerning the Event. Participant agrees that the substantive law of Missouri shall exclusively apply in any action, in any litigation, without regard to the conflict of laws rules of Missouri. Participant understands that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion of this Release is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

By signing below, the Participant and/or Parent(s) or Guardian(s) warrant that they have read and fully understand that this Release includes a waiver and full RELEASE OF LIABILITY, indemnification, and defense, of WOW and warrant that they sign this document of their own free will.

Participant Signature: _____ Date _____

Printed Name: _____

Parent or Guardian Signature: _____ Date _____

Printed Name: _____