

## **Saguaro National Park BioBlitz 2011**

### **Liability Waiver and Indemnification Agreement and Photo Release**

This is an agreement (the "Agreement") governing my participation in the BioBlitz scheduled to begin on October 21, 2011 and end on October 22, 2011 in Saguaro National Park (the "BioBlitz"). Participation in the BioBlitz is limited to my activities in the park during the BioBlitz. This Agreement is made between the undersigned as a participant ("I" or "me") in the BioBlitz or on behalf of a minor participant (the "Minor Participant"), and the BioBlitz Parties, as defined below and in Section 8 of this Agreement.

In consideration of the services and participation of the BioBlitz participating organizations and BioBlitz supporters, collectively the "BioBlitz Parties," I understand and agree as follows:

1. There are risks associated with any outdoors nature event that must be understood and assumed by all participants. These include, but are not limited to, the risks of hazardous hiking injuries, injuries caused by fire, accidents, and exposure, wind, rain, hail, and other forces of the elements; and other threats to life, limb, and property, such as the possibility of slipping and falling and complications associated with physical exertion and natural causes. I am aware of and understand the inherent risks, hazards, and dangers associated with the BioBlitz, which may result in personal injury, property damage, wrongful death or other damage to me or my family, heirs, or assigns, that may occur as a result of my participation in the BioBlitz and, notwithstanding that the actual conditions at the BioBlitz may pose more or less risks, hazards, and dangers than those listed above, I nevertheless elect, voluntarily, to participate in the BioBlitz and to accept and assume all such risks, hazards and dangers, including any death, injury or loss that is or may be caused in whole or in part by the negligence of any party, including the BioBlitz Parties, whether passive or active.

I certify that I am in good mental and physical fitness for participating in the BioBlitz, and I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicatory to hiking or other activities in which I will participate in the BioBlitz. I acknowledge and agree that I have sole responsibility for any equipment I use for hiking and for its good order and operating condition, regardless of where or from whom I obtain it. I agree that if I do obtain any equipment from any of the BioBlitz Parties, I accept the equipment as is and that Released Parties have no responsibility for any defect in any of the equipment provided. I agree that the use of any equipment I obtain or use from any of the BioBlitz Parties is entirely at my own risk.

2. To the fullest extent allowed by law, on behalf of me and the Minor Participant I hereby (i) waive and discharge any and all claims of any kind against the BioBlitz Parties, arising out of or related to the BioBlitz; (ii) release the BioBlitz Parties from any and all liability resulting from injuries and damages arising out of or related to the BioBlitz, even if caused by negligence of the BioBlitz Parties; (iii) agree to defend, indemnify, and hold harmless the BioBlitz Parties from any claims, damages, injuries, or losses which are in any way connected with my or the Minor Participant's participation in the BioBlitz, even if such claims allege negligent acts or omissions of the BioBlitz Parties; and (iv) I fully understand that I am solely responsible for my health, welfare and general well-being while participating in the 2011 BioBlitz event and acknowledge that the BioBlitz Parties will not supply or extend any workers' compensation benefit required by any jurisdiction.

3. Should the BioBlitz Parties incur attorneys' fees and costs in the course of enforcing this Agreement, I will indemnify the BioBlitz Parties and hold them harmless of all such fees and costs.

4. I certify that I have adequate insurance to cover any injury or damage I or the Minor Participant may suffer while participating, or I agree to bear the cost of such injury or damage to me and the Minor Participant.

5. I certify that neither I nor the Minor Participant has any medical or physical conditions that could interfere with my or the Minor Participant's safety while participating in the BioBlitz, or I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

6. I am eighteen years of age or older. I intend for this Agreement to be binding upon my heirs, executors, administrators, and assigns, and upon any minors for whom I am responsible who participate in the BioBlitz. If any part of this Agreement is found to be contrary to law or public policy, that discrete part shall be deleted and the remainder of the Agreement shall remain in full force and effect. This Agreement may not be changed orally.

7. I understand that in the course of my participation in the Bioblitz, I and/or the Minor Participant may be photographed or filmed. I hereby grant the BioBlitz Parties the right to use on their websites, informational materials, and advertising for participation in any future BioBlitz, in any media, any photograph or film taken of me or the Minor Participant during our participation in the BioBlitz. I agree not to revoke this permission. I waive my right to inspect or approve any editorial text or copy that is used in connection with such images and release and discharge the Bioblitz Parties from any and all claims arising out of use of the images for the purposes described above, including any claims for invasion of privacy or other tortuous act.

8. I agree that the "BioBlitz Parties" are collectively the Bioblitz participating organizations and Bioblitz supporters by virtue of contributions of funds or expertise, including without limitation the National Geographic Society, National Park Service and their affiliates, agents, directors, officers, consultants, employees, and persons or entities acting in any capacity on their behalf in connection with the Saguaro BioBlitz 2011.

ACCEPTED AND AGREED TO THIS \_\_\_\_\_ DAY OF October, 2011.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Parent or Guardian of Minor Participant

\_\_\_\_\_  
Print Name of Parent or Guardian of  
Minor Participant

WITNESS: