

**HARTLEY NATURE CENTER
RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in environmental education programming with Hartley Nature Center ("HNC") and for other good and valuable consideration, I hereby agree to release and discharge from liability HNC and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (collectively, "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, as applicable, and also agree as follows:

1. I acknowledge that participating in environmental education programming may involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities. This release does not apply to claims arising from intentional misconduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state of Minnesota, and I further agree that the law of Minnesota applies.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this agreement, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released.

I have had sufficient time to read this entire agreement and, should I choose to do so, consult with legal counsel prior to signing. **I have read and understood this agreement and I agree to be bound by its terms.**

Signature _____ Print Name _____
Participant Name (if under 18) _____

[In the case of participant **under 18**, parent or guardian must sign above and print name.]

Address _____ City _____ State _____ Zip _____
Telephone () _____ Date _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

In consideration of (print minor's name) _____ being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____
Date _____