



## General Liability

## Release and Waiver of

This General Release and Waiver of Liability is entered into between the undersigned and each child designated by the undersigned, for whom the undersigned states that the undersigned is responsible and retains the authority to act (“Participant”) and The Children’s Nature Retreat Foundation (“The Children’s Nature Retreat” or “Corporation”).

**The Annual Membership Participant** desires to participate in various activities and events held at and by the Corporation and understand that the activities may include risks of injury or death.

This Annual Membership release form is valid from \_\_\_\_\_ to \_\_\_\_\_.

The Participant does hereby freely, voluntarily, and without duress execute this release under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless The Children’s Nature Retreat Foundation and its officers, directors, agents, employees, successors and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may hereafter arise from Participant’s activities with and at The Children’s Nature Retreat. Participant understands that this Release discharges the Corporation from any liability or claim that the Participant may have against the Corporation with respect to **all damages including, but not limited to,** any bodily injury, personal injury, illness, death, or property damage, that may result from Participant’s activities with or at The Children’s Nature Retreat, whether caused by the negligence of the Corporation or its officers, directors, employees, or agents or otherwise. Participant also understands that The Children’s Nature Retreat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** In the event of injury or illness while on The Children’s Nature Retreat premises or participating in the activities conducted thereon, the undersigned hereby consents to medical treatment on behalf of the Participant as deemed necessary. The undersigned hereby authorizes The Children’s Nature Retreat and its officers, employees and agents, into whose care the Participant has been entrusted, to consent to the advice of trained emergency personnel. The undersigned understands and agrees that the Participant shall be responsible for obtaining her or her own health insurance coverage and that the Participant will be responsible for any medical expenses arising out of any injury or claim arising out of participation in any activity on or at the Corporation’s premises.

**Assumption of the Risk.** The Participant understands that the activities may include motor vehicle accidents, injury from falls, drowning, exposure to inclement weather, exposure to cold water, injury from animal or insect bites, cuts and abrasions from normally occurring elements, and other risks that may not be foreseeable. Participant hereby expressly and specifically assumes the risk of injury or harm in the activities and release The Children’s Nature Retreat from all liability for injury, illness, death, or property damage resulting from the activities.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Corporation from any and all claims, actions, suits, procedures, costs, expenses,

damages and other liabilities including, but not limited to, attorney’s fees and costs, arising from, or in any way related to, Participant’s participation in the activities conducted on or at the Corporation’s premises, whether asserted by the undersigned, the participant, or another person.

**Photographic Release.** Participant does hereby grant and convey unto The Children’s Nature Retreat all right, title, and interest in any and all photographic images and video or audio recordings made by the Corporation during the Participant’s engagement with the Corporation, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant agrees that in the event that any clause or provision of this Release shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

**Voluntary Execution:** The undersigned have Participant has read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned full understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

\_\_\_\_\_  
Name of Participant or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Guardian

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Name of Participant or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant or Guardian

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

**If a Participant is Under the Age of 18 please write name of child:**

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

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

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

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