



Release of Liability, Assumption of Risk, and Indemnification Agreement

This document affects your legal rights. Please read it carefully before signing.

- Activity and Associated Risks:** I have chosen to participate in an outdoor professional development training (hereinafter referred to as “the Activity”) with the Eastern Region Association of Forest and Nature Schools, Inc. (hereinafter referred to as “ERAFANS”). I understand that:
 - ERAFANS is not a guide service and therefore makes NO WARRANTIES, PROMISES, or GUARANTEES that the Activity is safe for me or my family. I understand that it is solely my responsibility to determine whether I think the Activity exposes me or my family to an unreasonable risk of harm or loss;
 - Hiking is an inherently dangerous activity. While hiking, my child(ren) or myself may be exposed to dangers and hazards, including but not limited to: falling rocks, inclement weather, hostile or aggressive wildlife, falls, fractures, concussions, equipment failures, negligence of others, drowning, and/or death,;
 - As a consequence of these risks, my child(ren) and/or myself may be seriously hurt, disabled or may die from resulting injuries, and my property may also be damaged;
 - Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during all or portions of the Activity; and
 - ERAFANS assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation that I and/or my family incur.
- Assumption of the Risk:** I voluntarily, knowingly, and expressly assume the above-mentioned risks as well as other risks not listed that are part of the Activity, and any harm, injury or loss that may occur to me or my property as a result in my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of ERAFANS, its employees, agents, and officers, its contractors, and other Activity participants. I also understand that any equipment I provide or may borrow or rent from ERAFANS or any other provider I used at my own risk and that any such equipment is provided without any warranty about its condition or suitability.
- RELEASE OF LIABILITY:** I hereby release ERAFANS, its owners or members, heirs, agents, attorneys, employees, assigns, other participants, sponsors, advertisers, contractors, equipment providers, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims excluded from being waived by law. I also agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss, harm, or property damage or destruction which occur during the Activity or are related in any way to the Activity.



4. **INDEMNIFICATION HOLD HARMLESS AND DEFEND:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **PRESENTERS AND HOSTS:** ERAFANS encourages local presenters, hosts, and volunteers to share Activities. I acknowledge that ERAFANS has no control over and assumes no responsibility for the actions of any course presenters, hosts, or volunteers at any time before, during, and after the Activity. I acknowledge that ERAFANS has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
6. **INSURANCE:** I do not expect ERAFANS to provide insurance or pay for any costs associated with harm, including being injured or killed, to my family or myself. I know that I have the option to purchase my own insurance. If I were to suffer any type of loss during the Activity, I would not want my loss to negatively impact ERAFANS. As I am assuming all of the risks associated with the Activity, I would find it harsh and inequitable to ask ERAFANS for indemnification relating to any events occurring during the Activity.
7. **ERAFANS AND THE COMMUNITY:** I believe ERAFANS provides vital services that support nature-based education. It is important to me to see that ERAFANS maintains a strong public presence so that educators, caregivers, parents, and children are inspired to get out and explore nature. I would not want to see ERAFANS limit or restrict its activities because of concerns over liability. I do not believe this agreement reflects a disparity in bargaining power. I view ERAFANS as a group of like-minded participants working together to further common goals. I view myself as a member of the organization and not a customer or client. I understand that if I do not like the terms of the waiver, I am free to submit a counter-proposal to ERAFANS organizers.
8. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of my family or myself or use of my name in connection with such likeness, and I grant to ERAFANS and its sponsors, partners, advertisers, and assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.
9. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be



modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

10. **MEDIATION AND ARBITRATION AGREEMENT:** This agreement is governed by and shall be construed in accordance with the laws of the state of Maryland, without any reference to its choice of law rules. Any controversy or claim arising out of this agreement or in any way associated with the Activity shall be settled by arbitration in accordance with the rules of the American Arbitration Association (“AAA”). All hearings and other procedures shall be held in Baltimore County, Maryland, before an Arbitrator who is a licensed attorney with at least 5 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The arbitrator’s decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator’s award, or fails to comply with arbitrator’s award, the other party is entitled of costs of suit including a reasonable attorney’s fee for having to compel arbitration or defend or enforce the award.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL. **THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. If participant is under 18 years of age, signature of parent or responsible adult is required below:** In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims any liabilities that governing law does not permit to be excluded by agreement.

I AGREE

PRINTED NAME

SIGNATURE

DATE

Signatories must be at least 18 years of age. In lieu of signed paper agreement, a checkbox during program registration may be used to acknowledge and accept the terms of this agreement.