

COLORADO NATIVE PLANT SOCIETY PHOTO RELEASE AND WAIVER AND RELEASE OF LIABILITY

In consideration for being permitted to participate in or observe the below described Colorado Native Plant Society activity (“Activity”) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for myself, my personal representative, heirs, next of kin, and any person having rights for or on my behalf, I do hereby

1. Expressly acknowledge that I understand that the Activity may be dangerous, involve the risk of serious injury, and/or death, and/or property damage. In the event that there are communicable diseases present in the State of Colorado, I understand that there may be a risk of contracting said diseases through contact, and agree to observe all Federal, State, County, and local guidelines concerning measures to reduce the transmission of those diseases. I assume all risks in observing, engaging and participating in the Activity, which may include but not be limited to field trips, classes, and projects, including transportation to and from the Activity;
2. State that in the event I drive my automobile in connection with the Activity to provide transportation for myself and/or others, I have a valid automobile operator’s license and I am covered by liability insurance, which is currently in force, and understand that neither the Colorado Native Plant Society nor anyone other than myself assumes liability and responsibility for repairs or damage to the automobile I drive or those that may be driven by others. In the case of the COVID-19 pandemic, I agree to drive with my familial group or by myself;
3. Understand and agree that the Colorado Native Plant Society, its officers, directors, employees, members, and agents, and the Activity leaders, guides, instructors, and owners of property where the Activity occurs do not assume and shall not have responsibility for the personal conduct of myself or other individuals who observe or participate in the Activity;
4. Represent and warrant that I have been given a general description of and understand the nature of the Activity and what is involved on my part, I am not suffering from a condition requiring hospital care, medication, medical or surgical treatment, or any other condition which would otherwise limit or in any way restrict my observation of and/or participation in the Activity, my health and physical condition are such that I am and will be able to fully observe and/or participate in the Activity, and that I will voluntarily immediately refrain from observing and/or participating in the Activity if I or others become aware that my health or physical condition limits me in any way;
5. Forever release and forever discharge the Colorado Native Plant Society, its directors, officers, employees, agents, members, property owners referred to herein, and all persons directly connected with the Colorado Native Plant Society, both known and unknown at this time but who can be identified, (collectively “Society”) of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity, or whatsoever kind or nature, which I or my personal representative, heirs, or next of kin now have or which I hereafter can, shall or may have for, arising from, or on account of any matter or thing done, or omitted or suffered to be done by the Society concerning the Activity and my observation and/or participation in it;
6. Agree to indemnify, hold harmless, and defend the Society, from any and all claims, lawsuits, and/or judgments, including costs, expenses and attorney’s fees, arising from or attributable to the breach of a representation made by me herein and/or to any willfully negligent action that I take during my observation and/or participation in the Activity;
7. In regard to the field trip, always be in verbal communication with the Field Trip Leader and if I decide to leave the field trip early to notify the Field Trip Leader and to date and initial this Wavier and Release of Liability form;
8. In regard to the field trip, agree to supply my address and phone number and an emergency contact name and phone number before the start of the field trip.
9. I grant to the Colorado Native Plant Society (CoNPS), its representatives and employees the right to take photographs of me in connection with this CoNPS field trip. I authorize CoNPS, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that CoNPS may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

REPRESENT AND WARRANT THAT: I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY;
UNDERSTAND ITS MEANING AND THAT IT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS
PERMITTED BY THE LAW OF THE STATE IN WHICH THE ACTIVITY IS CONDUCTED AND THAT IF ANY
PORTION IS HELD INVALID BY A COURT OF LAW THE BALANCE SHALL BE OF FULL LEGAL FORCE
AND EFFECT; ACKNOWLEDGE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT
APART FROM THE FOREGOING HAVE BEEN MADE TO ME CONCERNING THIS RELEASE; AND, I
AGREE TO BE FULLY BOUND BY ITS TERMS.

2/2021