

# The Friends of The Frelinghuysen Arboretum

## WAIVER AND RELEASE OF LIABILITY

I am voluntarily participating in The Friends of the Frelinghuysen Arboretum's Wales Garden Tour 2019. I understand and acknowledge that:

- I AM PARTICIPATING IN THIS EVENT ENTIRELY AT MY OWN RISK.
- Participants in this event should be in good health and expect full days of touring that may include a lot of walking through gardens and other sights visited and during guided tours.
- This tour may require walking on various types of terrain such as woodland paths, gravel, grass, cobblestones, hills, stairs and uneven surfaces, and that tours will take place rain or shine.
- I will be required to climb up and down stairs on the tour vehicle and hotels may not have elevators and thus entail walking up and down flights of stairs.
- There are risks associated with travelling to and from this event and participating in this event, which risks include the potential for injury.

I AGREE TO ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN TO ME OF MY PARTICIPATION IN THIS EVENT. I AGREE THAT THE FRIENDS OF THE FRELINGHUYSEN ARBORETUM, ITS OFFICERS, TRUSTEES, EMPLOYEES, VOLUNTEERS, MEMBERS, AFFILIATES AND AGENTS, AND THEIR RESPECTIVE HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES") ARE NOT RESPONSIBLE FOR (1) ANY PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS THAT I MAY SUFFER, EVEN IF CAUSED BY THEIR NEGLIGENCE, OR (2) SCHEDULE CHANGES, OVERBOOKING, NEGLIGENCE, OR DEFAULT ON THE PART OF HOTELS, GUIDES, DRIVERS, COACH COMPANIES, OR OTHER VENDORS, ANIMAL ATTACKS, SICKNESS, LACK OF MEDICAL CARE, EVACUATION, WEATHER, STRIKES, ACTS OF GOD OR GOVERNMENT, THREAT OR ACTS OF TERRORISM, WAR, QUARANTINE, EPIDEMICS, CRIMINAL ACTIVITY, OR ANY OTHER RISK ASSOCIATED WITH THIS EVENT.

In consideration of the opportunity to participate in this event, I hereby knowingly and voluntarily waive, and release and discharge the Releasees from, any and all liability, claims, and causes of action of any kind that may arise in connection with my participation in this event. This applies not only to myself, but also to my heirs, executors, administrators, assigns, or personal representatives. I also agree to indemnify and hold the Releasees harmless from and against any and all claims, suits or actions of any kind for damages, compensation or any other claims brought by me or anyone on my behalf, including attorneys' fees and any related costs.

If I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I am required to carry my own health insurance and that travel insurance is required to participate in this trip.

I have carefully read this "Waiver and Release of Liability" and fully understand it.

Participant's Signature

Printed Name:

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Date Signed: \_\_\_\_\_