



Event Waiver

Event Name: _____

Location: Big Oak Canyon

Earthroots requires a current Medical and Release Form for each person attending any class and/or event. Send an updated form if any info changes. Please print clearly (in blue or black ink) and sign the second page in two separate places. Email completed form to: staci@earthrootsfieldschool.org or info@earthrootsfieldschool.org

Participant First and Last Name: _____

Gender (circle): Male Female Prefer not to say Prefer to self-describe _____

Date of Birth: ____/____/____ E-mail: _____

Participant Medical Conditions/Allergies: _____

Off- Site Emergency Contact Information

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Other Phone: _____

Photo Release: By signing at the bottom of this form I hereby grant free permission for Earthroots Field School to use images of the participant for outreach purposes, including but not limited to electronic or print materials. In the event that participant requires medical attention while participating in this program, participant hereby grants permission to Earthroots Field School and its representatives to provide for the rendering of such care, including diagnostic procedures, surgical and medical treatment, by authorized medical staff or their designees, as may in their professional judgment be necessary. Participants hereby acknowledge that no guarantees have been made as to the effect of such examinations or treatment. Participant acknowledges responsibility for all reasonable expenses in connection with care and treatment rendered during this period.

Medical Release: In the event that I require medical attention while participating in this program, I hereby grant permission to Earthroots Field School and its representatives to provide for the rendering of such care, including diagnostic procedures, surgical and medical treatment, by authorized medical staff or their designees, as may in their professional judgment be necessary. I hereby acknowledge that no guarantees have been made to me as to the effect of such examinations or treatment. I acknowledge that I am responsible for all reasonable expenses in connection with care and treatment rendered during this period.

COVID-19 Notice: The following precautions will be required for all in-person Earthroots programs until further notice. By signing below, you agree to follow the guidelines outlined herein:

1. Prescreen: Temperature will be taken of each staff member and participant as they enter the facilities/property, and be recorded in a log: temperature of 100.4 or higher necessitates participant or staff to go home; and the log will include columns where the Participant (and each person entering the premises) indicate a “Yes” or “No” to whether they have had COVID symptoms in the last 48 hours, or have been around anyone who has, to their knowledge.
2. Staff and Participants over 2 years old will wear a mask at all times (except when eating or drinking). Exemptions will be made for people with certain medical or psychological conditions. To be exempt from wearing a mask, an additional form will need to be signed by their physician, please contact the office for more information.
3. There will be no sharing of food, utensils, cups, phones, devices, tools, or craft materials.
4. Earthroots will carefully wipe down all surfaces with soap and water, alcohol or similar disinfectant after each class or after use by 10 persons, whichever is fewer.
5. Physical distance (6 feet apart) at all times as much as possible. If an instructor perceives a more immediate risk, or case of emergency, physical distancing may not be possible.

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration for the undersigned being allowed to use the Earthroots' facilities and participate in Guided Hiking/Biking Tours & Team Building Activities (Gardening) and/or other Earthroots activities (collectively the “Activities”) provided by Earthroots Field School (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1. TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2. TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand and accept that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen, including but not limited to illness, serious physical injury and death;
- 3. TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence criminal conduct; and
- 4. TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all personal liability for any loss, damage, injury, death, expense or property damage that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) represent, with the intent that Earthroots rely thereon, that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment, and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities and use of the Equipment is voluntary, and further understand that he/she have the opportunity to inspect the Host’s Equipment and facilities before any participation. The Participant and his/her parent(s) or legal guardian(s) shall indemnify and hold harmless Earthroots for any liability sustained by Earthroots or its agents as a result of the negligent, willful or intentional acts of Participant.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and use of Equipment, and that he/she can minimize his/her risk of injury by following such rules, exercising common sense and by being aware of his/her surroundings at all times.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition which they believe jeopardizes Participant’s personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) have the duty to remove Participant from participation in the Activities or use of Equipment, and immediately bring such hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

_____	_____	_____
Participant’s Name (Printed)	Participant’s Signature	Date

_____	_____	_____
Parent/Guardian’s Name (Printed)	Parent/Guardian’s Signature	Date