CHATTANOOGA ARBORETUM & NATURE CENTER

Waiver of Liability, Release, Acknowledgement of
Risk and Indemnification Agreement

WARNING: This agreement is legally binding. If any aspect of this agreement requires clarification have a Chattanooga Arboretum & Nature Center employee fully explain, before signing. In signing this document, you are waiving the right to bring a court action to recover compensation or obtain any other remedy for any personal injuries, damage to property, accident of any kind, or for your death arising out of your use of the Chattanooga Arboretum & Nature Center facilities, equipment, participation in classes, or activities sponsored by Chattanooga Arboretum & Nature Center, whether or not that use is supervised.

I hereby **agree to release, indemnify and hold harmless** any persons who have designed, manufactured, or installed the facilities, or equipment at the Chattanooga Arboretum & Nature Center. Further, I **agree to release, indemnify and hold harmless** all persons at the Chattanooga Arboretum & Nature Center – officers, agents, employees, volunteer assistants, visitors, Board of Directors, or persons who may be associated with the Chattanooga Arboretum & Nature Center and/or present on the property, from any cause of action, claims, or demands whatsoever. This agreement is binding even if the released persons have contributed to my injuries through their individual or collective negligence. This agreement is binding on myself, my heirs, next of kin, assigns, and personal representatives.

There is an **assumed risk of injury** in canoeing; this also applies to the controlled environment of the Chattanooga Arboretum & Nature Center. I hereby acknowledge and agree that the sport canoeing and the use of the Chattanooga Arboretum & Nature Center has inherent risks. Those risks include, but are not limited to: All manner of injury or death resulting from:

- Negligent misuse of the facilities or equipment of the Chattanooga Arboretum & Nature Center. Including, but not limited to, injuries incurred while accessing the canoes, the area surrounding the canoes, Lookout Creek and the Tennessee River, the boardwalk, the equipment shed, the breezeways, facilities, restrooms, and the retail area. Also including boats, paddles, life preservers, locks, wires and ropes, or any other piece of equipment owned, loaned, or borrowed by the Chattanooga Arboretum & Nature Center.
- Falling into the water.
- Drowning.
- Ingesting the water.
- Abrasion, entanglement on or near Lookout Creek and Tennessee River.
- Boat Wakes.
- Cuts, abrasions, fever or rashes resulting from skin contact with water, branches, pollution, debris, or any plant, insect, or animal.
- Snake bites.
- Slips, trips, or falls, or others, in using the facilities, or equipment of the Chattanooga Arboretum & Nature Center. Including, but not limited to, injuries incurred while using the canoes, the area surrounding the canoes, the CA&NC equipment, the stairs, facilities, restrooms, and the retail area. Also including boats, paddles, life preservers, locks, wires and ropes, or any other piece of equipment owned, loaned or borrowed by the Chattanooga Arboretum & Nature Center.
- Personal health problems, physical conditions, or other personal areas of concern. Including, but not limited to, non-sufficient health, physical condition, pregnancy, hearing/sight, back, muscular, or obesity conditions.
- Negligence of the owners, employees, or volunteer assistants of the Chattanooga Arboretum & Nature Center.
- Negligence of other boaters, visitors, or persons who may be present at the Chattanooga Arboretum & Nature Center.
- Negligence or lack of adequate training of any person(s) who seek to assist with medical or other help either before or after injuries have occurred.
- Problems with navigation.
- Inclement weather.

I have been warned and am aware of these and numerous other inherent risks in using the Chattanooga Arboretum & Nature Center facilities, canoes, and equipment. I fully and voluntarily **assume complete responsibility** for those risks and for the injuries that may occur as a result of those risks even if injuries occur in a manner that is not foreseeable at the time of signing this agreement. In consideration of my using or observing the Chattanooga Arboretum & Nature Center, I, the undersigned, **agree to release all from liability, discharge, and promise not to sue.**

► Dated_____ Signature _____ Print Name _____

WARNING: This agreement is legally binding and the information herein is admissible as evidence supporting Chattanooga Arboretum & Nature Center's thoroughness in informing and making safety awareness to all clients. By signing this document you are demonstrating the ability to be solely responsible for any loss or damage. **Life preservers are to be worn at all times while on the Lookout Creek or the Tennessee River, for all clients, for use while utilizing Chattanooga Arboretum & Nature Center's boating facilities.**

Do not sign any section until you are competent in the skill and are confident of your abilities in that skill.

I, the undersigned, have demonstrated and take sole responsibility for the ability to correctly access a canoe, enter a canoe and safely utilize the canoe at all times and properly use as intended, to prevent any possible accident, injury, loss or damage.

► **Initials _____**

I, the undersigned, have demonstrated and take sole responsibility for the ability to correctly disembark from the canoe, put away the canoe and secure the canoe as per the Chattanooga Arboretum & Nature Center specifications, and to prevent any possible accident, injury, loss or damage.

► **Initials** _____

I, the undersigned, have demonstrated and take sole responsibility for the ability to access the equipment shed, and access the canoe area as per the Chattanooga Arboretum & Nature Center specifications to prevent any possible accident, injury, loss or damage.

► **Initials** _____

I, the undersigned, acknowledge I have read and will obey the regulations outlined in the Chattanooga Arboretum & Nature Center Regulations and Policies of Use document.

► **Initials** _____

I, the undersigned, certify that I **am taking sole responsibility for my skills and actions.** I have full knowledge of the nature and extent of the risks inherent in using the Chattanooga Arboretum & Nature Center facilities, canoes, equipment, participation in classes, or activities sponsored by the Chattanooga Arboretum & Nature Center. I acknowledge I have competence in the basic skills necessary to use the facilities and canoeing equipment and skills and I am relieving the Chattanooga Arboretum & Nature Center and all officers, agents, employees, volunteer assistants, visitors, Board of Directors, or persons who may be present of any and all liability for injuries, damages, or losses to myself, other persons or the Chattanooga Arboretum & Nature Center.

► **Dated**_____ **Signature** _____ **Print Name** _____

I have read this agreement thoroughly and understand the terms. No oral representations or statements or inducements have been made to me that change, alter, or modify anything within the written agreement. I agree to said terms.

► **Dated**_____ **Signature** _____ **Print Name** _____

*****<u>FOR MINORS</u>***** *If participant is under eighteen years of age a <u>parent or LEGAL guardian</u> release is required.*

I am the parent or LEGAL guardian of the minor(s) named _____
and I am signing this release on their behalf.

Dated_____ **Signature** _____ **Print Name** _____

Address_____