

WAIVER AND RELEASE FROM LIABILITY

In consideration for [NAME OF SANCTUARY OWNER] ("Owner") furnishing access to the property located in _____ known as "[NAME OF WILDLIFE SANCTUARY]" (the "Sanctuary") in order to enable me to observe unrestrained and potentially dangerous wildlife and to participate in activities in and around the Sanctuary that may be offered for recreational, educational or other purposes, I hereby agree as follows:

1. I understand and acknowledge that my visit to the Sanctuary facilities and my participation in activities including observing wildlife from the Sanctuary grounds, hiking, camping, and other uses, involving both unfamiliar, untamed and isolated environments may expose me to dangers of potentially dangerous conditions, risks and hazards, including but not limited to, venomous or dangerous animals, poisonous snakes or insects, erosional features, pits, holes, cliffs, bluffs, caves, creek and river crossings, ponds, marshes, and loose rock, and other hazardous elements.

2. I understand that my participation in such activities and/or use of the Sanctuary facilities and grounds may result in personal injury, including but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, blood loss, heat exhaustion, hypothermia, heart attack, maiming, loss of limbs or other parts of my body, or could even cause serious disability, or could even result in my death.

3. I understand and acknowledge that some risks and hazards are unknown or not reasonably foreseeable. I understand and acknowledge that some risks and hazards may be caused by the negligence of Owner, its employees, caretakers, contractors, guides, agents, or other guests or their friends or families, or by the negligence of trespassers or other third parties, or by accidents, breaches of contract, forces of nature, animal attacks, severe weather or other causes beyond the control of Owner.

4. By my participation in these activities and/or my use of the Sanctuary facilities and grounds, I hereby assume all risks and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other action or inaction of Owner or its employees, caretakers, contractors, guides, agents, or other guests or their friends or families, or by any other person.

5. I, on behalf of myself, my heirs, personal representatives and assigns hereby do hereby waive, discharge, hold harmless, defend and indemnify the Sanctuary and Owner, its employees, caretakers, contractors, guides, agents and representatives from and against any and all liabilities, damages, claims, suits, losses, actions, causes of action, judgments, medical and all other expenses (including reasonable legal fees) of any nature, kind or description whatsoever arising out of or resulting from my use of the Sanctuary facilities and grounds and/or my participation in activities in and around the Sanctuary. I specifically understand that I am releasing, discharging, and waiving all claims or actions that I may have presently or in the future, for the negligence or other action or inaction by Owner or its employees, caretakers, contractors, guides, agents, or other guests or their friends or families, or by any other person.

THIS IS A 2-PAGE FORM.