



# MISSOURI BOTANICAL GARDEN

## MINOR PARTICIPANT AGREEMENT FORM

**Please bring this form to check-in!**

---

Name and Troop/Den/Pack number (Please print)

---

Educational Program(s) attending (Please print)

---

Parent or Guardian's Name and Telephone Number (include work, home and cell) (Please print)

---

### SECTION 1: PARTICIPATION AUTHORIZATION FOR A MINOR

The Missouri Botanical Garden's Education Programs may visit several different areas located on the main grounds of the Missouri Botanical Garden or its other sites (collectively referred to as "Garden"). While qualified and First Aid/CPR certified staff will supervise students and normal safety precautions will be observed, we must have your written permission for your child to participate in these activities. Activities may include: hiking, walking, exploring, and sleeping in and around these habitats - gardens, woodlands, prairies, ponds, and playing group initiative games. The child named above has my permission to participate in these activities and field programs at the Garden. I have had the opportunity to inspect the facilities and equipment that will be involved in the Education Program and feel that it is in the best interest of my child to participate in this Education Program.

### SECTION 2: MEDICAL RELEASE

- I understand that parts of the Garden Education's Program may be physically demanding.
- I affirm that the youth named below is in good health, and that he/she is not under a physician's care for any condition that might endanger his/her safety or the safety of other participants, or in any way limit his/her ability to participate in any of the Education Program activities for which he/she is registered.
- I grant permission to the Education Program instructors or Garden staff to secure medical aid and/or hospital services deemed necessary for the individual named on this form, in the event he/she should sustain an injury or illness while participating in the Program.
- I authorize emergency medical responders and the doctor and hospital to which my child may be brought to perform any emergency procedure or operation, to give treatment, injections, and the administration of any anesthetic to my child.
- I have indicated any medical information which the Education Program instructors, Garden staff or a medical treatment provider may wish to consider in treating any illness or injury sustained by my child in the course of participating in the Education Program.

### SECTION 3: PHOTO RELEASE

I hereby authorize the Garden or its agents to take, archive and produce photographs, film, videotape, digital and other images and/or audiotape or other recordings ("**Images**") of my child and any property in my child's possession or under his/her control. I further authorize the Garden and its agents to use the Images, now or at any time in the future, in newspapers, magazines, journals, websites, commercials and other marketing or informative materials and any other publication or medium—print, electronic, video or otherwise—in whatever ways it considers desirable in its communications, archival and/or other efforts.

### SECTION 4: INDEMNIFICATION, RELEASE AND WAIVER

In order to induce the Garden to permit my child's participation in the Education Program, I hereby certify that the following statements are correct and true and I represent and warrant the same, where applicable.

1. My and my child's participation in the Education Program is entirely voluntary. I am of lawful age and capacity to execute this form and in particular, this Indemnification, Release and Waiver ("**Release**"). I understand the risk of injury and hazards inherent in the

**Child's Name** (Please print on each page): \_\_\_\_\_

Education Program, and I expressly agree to assume such risks and hazards.

2. I understand that this Release shall be governed by the laws of the State of Missouri without regard to its choice of law principles.

3. I and my child will participate in the Education Program only at such places and in such a manner as instructed by the Garden but in addition shall use our own best judgment to be healthy, safe and uninjured during the Education Program. I agree to notify the Garden of any health or safety hazard, accident or injury existing or occurring in whole or in part during, or in whole or in part related to, the Education Program and will fully cooperate with the Garden with respect to any health or safety hazard, accident or injury inquiries and provide the Garden with any information related thereto.

4. I, on behalf of myself, my child and other heirs, my executors and administrator and anyone claiming through me or my child, do hereby forever release, remise and discharge the Garden, its directors, officers, employees, volunteers, independent contractors, agents, representatives, successors and assigns, ("Covered Persons") from and against, and hereby waive, all claims, rights, demands, causes of action, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, interest, fines or penalties in connection therewith, whether known or unknown, foreseeable or unforeseeable, at law or in equity ("Claims"), which may be sustained by me or my child by reason of property (tangible or intangible) damage or loss, accident, personal injury, death, health impact or otherwise (collectively, "Injuries" and individually "Injury"), resulting from, arising out of, or relating to the Educational Program or any other interaction with the Garden or any other Covered Person, whether such Injuries result from the negligence, willful act or omission or strict liability of me or my child, the Garden or any other Covered Person. I hereby assume complete responsibility for (i) any Injury to myself or my child and (ii) any, if caused in whole or in part by me or my child, Injury to any other person or entity, and loss or damage to my, any such other person's or entity's, or the Garden's, property that may occur in connection with my participation in the Education Program.

5. I further agree to indemnify, defend and hold harmless the Garden and the Covered Persons from all Claims which they incur and/or to which they may be subjected resulting in whole or in part from, arising in whole or in part out of, or relating in whole or in part to, my and/or my child's participation in the Education Program or other interaction with the Garden or any Covered Person.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD AND I VOLUNTARILY ACCEPT THE TERMS AND CONDITIONS STATED HEREIN. I UNDERSTAND AND ACKNOWLEDGE THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING BELOW. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE SHALL BE EFFECTIVE AND BINDING UPON ME AND MY CHILD AND ANYONE CLAIMING THROUGH US AND EFFECTIVELY BARS OUR RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING INJURIES OR EVEN DEATH ARISING FROM THE ACTIVITY.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_