



**EDUCATION PROGRAM PARTICIPATION FORM FOR AN ADULT**

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

**Indemnification, Release, Photo Release and Waiver**

I hereby voluntarily elect to participate in the \_\_\_\_\_  
\_\_\_\_\_ (“**Activity**”) offered at and/or conducted by the Missouri Botanical Garden (“**Garden**”). In order to induce the Garden to permit my participation in the Activity, I hereby certify that the following statements are correct and true and I represent and warrant the same, where applicable.

1. My participation in the Activity is entirely voluntary. I am at least 18 years of age and I have the capacity to execute this Indemnification, Release, Photo Release and Waiver (“**Release**”). I understand the risk of injury and hazards inherent in the Activity, 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 will participate in the Activity only at such places and in such a manner as instructed by the Garden but in addition shall use my own best judgment to be healthy, safe and uninjured during the Activity. 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 Activity 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 heirs, my executors and administrator and anyone claiming through me, 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, interests, 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 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 Activity 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, the Garden or any other Covered Person. I hereby assume complete responsibility for (i) any Injury to myself and (ii) any, if caused in whole or in part by me, 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 Activity.

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 participation in the Activity or other interaction with the Garden or any Covered Person.

6. I hereby authorize the Garden and the other Covered Persons to take, archive and produce

photographs, film, videotape, digital and other images and/or audiotape or other recordings (“**Images**”) of me and any property in my possession or under my control, including me participating in the Activity.

7. I further authorize the Garden and the other Covered Persons 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 the Garden considers desirable in its communications, archival and/or other efforts.

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 ANYONE CLAIMING THROUGH ME AND EFFECTIVELY BARS MY RIGHT TO CLAIM DAMAGES OF ANY KIND INCLUDING INJURIES OR EVEN DEATH ARISING FROM THE ACTIVITY.

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

Printed Name and Troop/Pack/Den Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_