



AN AFFILIATE INSTITUTION OF THE UNIVERSITY *of* NORTH CAROLINA

Adult Education Programs Liability Waiver Release and Indemnification Agreement

For good and valuable consideration, including the opportunity extended to me by The North Carolina Arboretum/The North Carolina Arboretum Society (“TNCA/TNCAS”) to participate in the classes I have registered for (the “course”), I do hereby unconditionally assume the entire responsibility and liability for all property damages (including, without limitation, damage to the property of TNCA/TNCAS, personal injuries or death sustained, or alleged to have been sustained, by third parties in connection with, arising out of, or as a result of my acts, actions, activities and/or omissions while participating in this course.

In connection with the foregoing assumption of liability, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY, RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS TNCA/TNCAS and its members, officers, agents, employees, guides, contractors, sponsors, and other representatives (the “Releasees”) from any and all losses, claims, suits, causes of actions, damages, fines, penalties, costs, liabilities and expenses (including, but not limited to, reasonable attorney fees and other costs and expenses of defending against any of the foregoing) arising, directly or indirectly, out of my acts, actions, activities and/or omissions while participating in the course.

I understand and accept that participation in this course within the North Carolina Arboretum property or, if applicable, at off property locations, exposes me to many hazards including personal injury, unavoidable risk of death, and loss of or damage to property. I choose to participate in this activity in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in this course.

After having contemplated the above, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation

Further, I do hereby waive, release, acquit, and forever discharge TNCA/TNCAS from any and all losses, claims, suits, causes of actions, etc. for property damages, personal injuries or death I may have, suffer or sustain while participating in this course, whether arising from my own acts, actions, activities and/or omissions or those of others.

I acknowledge that I have read the course description and understand that participation in this course may nonetheless expose me to various hazards and risks, including, among others,

- Exposure to flora and fauna
- Fatigue
- Exposure to rough terrain
- Use of equipment, solvents, supplies and materials that may cause injury if used improperly.

All of which present a risk of injury, without limitation including:

- Potential contusions, lacerations, sprains, fractures
- Insect or snake bites
- Allergic reaction to solvents or other plant or man-made materials
- Other potentially more serious injuries.

I agree to listen, understand and follow all instructions received from the instructor. I understand that following the instructions of the instructor greatly reduces but does not eliminate the risk of injury.

I also acknowledge that if at any point I feel that I am incapable of participating in the course safely or following the instructions I have seen and heard it is MY responsibility to end my participation in the course. Additionally, if I observe any unusual significant hazard during my participation I will remove myself from participation and bring such to the attention of the nearest official immediately.

I understand that TNCA/TNCAS reserves the right to, at any time, declare that the participant has not demonstrated sufficient maturity, physical ability or skill needed to safely participate in the course. If the participant is deemed unable to meet these requirements, a complete refund of any fees will be paid to the participant.

I realize that participating in this course requires both physical exertion and mental focus I also understand and am agreeing that safe participation in this course requires the following:

- I am capable of any physical requirements associated with the course and that
- I am capable of understanding and complying with directions provided by the course instructor and that
- I consent to emergency medical treatment in the event I suffer any injury and or illness while participating in the course. I understand and accept that any medical costs incurred with respect to such medical treatment will be my responsibility.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I AGREE TO IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

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