

## **Assumption of Risk and Waiver of Liability**

**Please read carefully before registering for a Baird Creek program.**

By registering for and participating in a Baird Creek program, I acknowledge and agree to the following:

### **Assumption of Risk**

I understand that participation in Baird Creek educational programs involves inherent risks, including but not limited to personal injury, illness, disability, death, or property damage. I voluntarily assume all such risks for myself and/or my child(ren) and accept full responsibility for any injury, loss, or damage that may occur in connection with participation.

### **Release and Waiver of Liability**

On behalf of myself and my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the **Baird Creek Preservation Foundation**, including its employees, agents, volunteers, and representatives, from any and all claims, liabilities, demands, actions, damages, costs, or expenses of any kind arising out of or related to participation in Baird Creek programs.

### **Medical Responsibility and Insurance**

I represent that I have adequate insurance to cover any injury or illness that I or my child(ren) or I may suffer or cause while participating. I agree to bear all costs related to any such injury or illness. I further affirm that neither I nor my child(ren) nor I have any medical or physical condition that would interfere with safe participation, or that I voluntarily assume all risks and associated costs related to any such condition.

### **Legal Jurisdiction**

I agree that any legal action related to this waiver or participation in Baird Creek programs shall be brought in the state in which the Baird Creek Preservation Foundation is located, and that the laws of that state shall govern. If any portion of this waiver is found to be unenforceable, the remaining portions shall remain in full force and effect.

### **Minors**

If I am registering a minor, I certify that I am the parent or legal guardian of the child(ren) and that I consent to their participation. I agree to indemnify and hold harmless the Baird Creek Preservation Foundation from any claims, including those alleging negligence, brought by or on behalf of the minor in connection with participation.

### **Emergency Medical Care**

In the event of an emergency, I authorize the Baird Creek Preservation Foundation and its representatives to obtain emergency medical treatment for myself and/or my child(ren) if I cannot be reached. I agree to be financially responsible for any medical care provided.

## **Outdoor & Environmental Risks**

I understand that Baird Creek educational programs may take place outdoors and may involve uneven terrain, weather conditions, insects, plants, wildlife, use of tools or natural materials, and other natural or man-made hazards. I voluntarily assume all risks associated with these conditions.

## **Program Conduct**

I understand that the Baird Creek Preservation Foundation reserves the right to remove any participant whose behavior is unsafe or disruptive, without refund.

## **Acknowledgement and Agreement**

I acknowledge that I have had sufficient time to read and understand this waiver and that I am voluntarily agreeing to its terms. I understand that participation in these programs may not be permitted without agreeing to this waiver, and I agree that this is a reasonable condition of participation.

## **Electronic Agreement**

I understand that by checking the acknowledgment box during registration, I am providing my electronic signature and agreeing to be legally bound by this waiver.