



Fern Gully School

A Nature-based Early Education Center

In consideration of being allowed to participate in any way with Fern Gully School, including classes, community events, and/or related events and activities, the undersigned (or the parent/legal guardian of _____, if participant is younger than 18 years of age):

1. Agrees that, prior to participating, he or she should **inspect the facilities and equipment to be used**, and if the participant believes anything is unsafe, he or she should immediately advise a representative of the Fern Gully School and/or any other person who is reasonably capable of remedying any such condition(s), and refuse to participate unless and until the unsafe condition(s) is/are remedied. *Notice to Parents/Legal Guardians:* Fern Gully school will make any and all facilities and equipment to be used reasonably available for your inspection upon request.

2. Acknowledges and fully understands that each participant will be **engaging in activities that involve risk** of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from his or her own actions, inactions, or negligence, but also from the action, inaction, and negligence of others, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to Fern Gully School and its staff, representatives, and/or directors, or not reasonably foreseeable at this time.

3. Assumes all the foregoing risks and **accepts personal responsibility for any damages** following such injury, permanent total disability, or death.

4. Releases, waives, discharges and **covenants not to sue** Fern Gully School, its respective staff, volunteers, administrators, directors, agents, teachers (including guest teachers), contractors, and/or employees of the organization, other members/participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event(s), all of which are hereinafter referred to as "releases," from any and all liability to each of the undersigned, their heirs, agents, and assigns, for any and all claims, demands, losses or damages on account of injury, including death and damage to property, resulting from participation with Fern Gully School.

5. Authorizes Fern Gully School to **use, reproduce, and/or publish photographs and/or video** that may pertain to the participant—including their image, likeness and/or voice without compensation; and understands that this material may be used in various publications, social media, public affairs releases, fundraising activities, broadcast public service advertising (PSAs) or for other related endeavors. This material may also appear on the Fern Gully School's web page and Facebook page. This authorization is continuous and may only be withdrawn by the undersigned's specific rescission of this authorization by emailing ferngullyschool@gmail.com.

6. *For participants younger than 18 years of age*, the undersigned parent or legal guardian acknowledges responsibility for the transportation of the participant to and from Fern Gully School activities. The undersigned agrees to notify Fern Gully School staff if any special arrangements for pick-up are being made, such as an alternative contact for pick-up. Fern Gully School will not release your child to an alternate contact without your permission. You will have the opportunity to give pick-up permissions when checking in your child.

7. *For participants younger than 18 years of age*, the undersigned parent or legal guardian authorizes and consents to **medical treatment and procedures** deemed immediately necessary and advisable by medical personnel to safeguard the participant's health in a medical emergency.

Signature: _____ Date _____

BY CHECKING THE BOX DURING REGISTRATION, I ACKNOWLEDGE THAT I HAVE READ THE ABOVE WAIVER AND RELEASES, AND UNDERSTAND THAT BY ACCEPTING THIS AGREEMENT I AGREE TO BE BOUND BY ALL OF THE FOREGOING TERMS. I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING, AND ACCEPT THE TERMS VOLUNTARILY.