



NWF TRIBAL BUFFALO PROGRAM ACTIVITY RISK ASSUMPTION, MEDIA & LIABILITY RELEASE, & INDEMNIFICATION

Please read carefully. It releases NWF parties from liability and waives certain rights.

In consideration of being permitted to volunteer and/or participate in NWF Tribal Buffalo Program (“TBP” or “program”) activities organized and/or sponsored by National Wildlife Federation (“NWF”) in collaboration with the Wind River Tribal Buffalo Initiative (“WRTBI”), I, the volunteer and/or program participant (or, if a minor under 18, I, on my minor’s behalf) understand, acknowledge, and agree to the following (“Agreement”):

Risk Acknowledgement. I understand, acknowledge, and agree that participating may entail various activities, including, but not limited to, *buffalo tours on foot or by vehicle, physical and outdoor activities, and associated equipment use.* I understand, acknowledge, and agree that my participation involves exposure to a variety of risks and hazards, some of which are inherent and cannot be controlled or eliminated. The following list of risks and hazards that could cause severe injury or death is not exhaustive and I understand that there are others associated not listed: E.g., *all manner of injuries including breaks, fractures, sprains, cuts, lacerations, punctures, disfigurement, and brain and spinal injury; shock; exposure to inclement weather; variations in terrain; unmarked obstacles; collisions with natural and man-made objects; vehicle-related accidents; equipment malfunction; defective design or manufacture of equipment; improper, dangerous, careless, or negligent actions by others, including guides, volunteers, and participants; errors in judgment or skill lapses; getting care, and poorly executed or failed rescue attempts; sun exposure, heat exhaustion, and dehydration; wildlife charges or attacks; animal and insect bites and stings; allergic reactions to the same; allergic reaction to poisonous plants; allergen exposure, including to food; exposure to falls; slipping, tripping, or falling; strenuous activity; overexertion; failure to understand instructions; getting care; and mental, physical, or emotional distress from exposure to any of the above.* I understand that NWF has done its best to list the known risks, but agree that I have the right, obligation, and opportunity to verify them on my own. **Specific to COVID-19:** *COVID-19 infection is an inherent risk of participation that cannot be entirely removed.*

Risk Assumption. I acknowledge and agree that I am choosing to participate in the TBP activities despite the risks of doing so, assuming all associated risks, dangers, and consequences, including the ones described above.

Responsibilities & Representations. I represent that I am physically, mentally, and emotionally capable of fully participating in the TBP activities. I understand the importance of all instructions given to me and I agree to follow them.

Release of Liability & Indemnification. Understanding the foregoing, and in exchange for NWF permitting me to volunteer and/or participate in the TBP activities, **I HEREBY AGREE NOT TO SUE NWF, WRTBI,** or any of their respective officers, directors, employees, volunteers, and contractors, community partners, affiliates, successors, assignees, and insurance carriers (each a “Released Party”) for any property damage, injury, or loss to me, including death, which I may suffer, arising in whole or part out of my participation in the TBP activities. By signing below, I am releasing any right to make a claim against any Released Party. I agree to hold harmless and release each Released Party from any liability and/or claims for injury or death to persons or damage to property arising from my participation, **including negligence-based claims,** breach of contract, and/or warranty. I agree to indemnify (reimburse) each Released Party from any claims by me and/or any third party arising in whole or in part from my participation in the program activities.

