

## 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 manmade 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.

<u>Risk Assumption.</u> 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.

<u>Responsibilities & Representations.</u> 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.

<u>Release of Liability & Indemnification.</u> 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, <u>including negligence-based claims</u>, 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 party from my participation in the program activities.

<u>First Aid & Emergency Care.</u> I authorize TBP staff and any Released Party to administer first aid, including, where permitted by applicable law, administration of epinephrine by auto-injector (EpiPen). I authorize NWF and WRTBI to undertake or obtain any emergency medical care for me, including, but not limited to, calling for medical care and transporting me to a medical facility, if, in the opinion of such personnel, medical attention is needed. If incapacitated, I consent to any treatment and/or hospital care that may be recommended by a licensed medical provider. I also agree to pay all costs associated with medical care and associated transport that I may receive.

<u>Capacity</u>. That this Agreement is binding: I represent that I am 18+ years of age and have capacity to understand and be bound by all the terms herein. I understand and acknowledge that this Agreement shall be binding to the fullest extent permitted by law, including upon my assignees, heirs, next of kin, executors, and representatives.

<u>Media Release</u>. I understand and agree that NWF and WRTBI may record my participation in TBP. In connection with the same, I may be photographed, filmed, audiotaped, streamed, or otherwise have my name, image, likeness, and/or voice recorded or documented, as well as appear in any associated transcripts ("Recorded Content"). I agree that NWF may use such Recorded Content for any educational, promotional, marketing, archival, or any other nonprofit purpose, worldwide, in any media, without compensation, without time limits, and without additional review or approval by me. I also permit NWF to allow select program funders, partners such as WRTBI, agents, and interested media to do the same. I acknowledge NWF is not required to use any Recorded Content. I further acknowledge and understand that I may not revoke or disaffirm this media release, or any of its terms, at any time.

<u>Miscellaneous</u>. I agree that this Agreement and any claims for property damage, injury, and/or death arising from my volunteering and/or participation in program activities shall be governed by the laws of the Wyoming, without regard to where the incident occurs and without regard to conflict of laws principles. I agree that NWF is not a common carrier. If any part is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can only be modified in writing. An electronic signature or acknowledgement is fully binding and enforceable. I also agree that NWF is not a joint venturer or partner of WRTBI, or any contractors, vendors, and/or community partners engaged or utilized by NWF in support of the program activities.

<u>Agreement Application to Minors</u>. In the case of a minor volunteer and/or participant(s), I, as parent/legal guardian, acknowledge and agree that I am not only signing this Agreement on my own behalf, but that I also am signing on behalf of the below-listed minor(s), if any, and that my minor(s) shall be bound by all the terms of this Agreement. I further represent and warrant that I am the legal parent/guardian of the below-listed minor(s), if any, and the second by a second by all the terms of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS AND AGREE TO BE FULLY BOUND BY THE TERMS.

Signature

Printed Name

Date

If applicable to minors: Additionally, if signing waiver on behalf of any minor participant(s), as the parent/legal guardian, please include their name(s):

Minor participant printed name(s)