

WAIVER, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT USE OF ALL-TERRAIN WHEELCHAIR

I understand that the use of an All-Terrain Wheelchair at or near the Environmental Learning Center, Inc. (the “ELC”) involves inherent and other risks. I understand that the risks may include, without limitation, those caused by terrain; facilities; weather; dangerous or defective equipment or property owned, maintained, or controlled by ELC; vehicular traffic; and actions of other users of All-Terrain Wheelchairs, visitors, volunteers, event officials, event monitors, producers of events, and other third parties.

I acknowledge that the use of an All-Terrain Wheelchair may be dangerous and requires the assistance of a companion with a certain degree of physical condition, ability, maturity, and skill. I acknowledge that I am solely responsible for determining my suitability to use or assist the user of an All-Terrain Wheelchair. I have the requisite skills, qualification, and physical ability necessary to properly and safely use or assist the user of an All-Terrain Wheelchair. I certify that there are no health-related problems which preclude my use or assist the user of an All-Terrain Wheelchair. I understand that the ELC does not provide onsite medical services. Nevertheless, I hereby consent to receive medical treatment deemed advisable in the event of injury, accident, or illness while using or assisting the user of an All-Terrain Wheelchair.

I acknowledge that ELC has offered to provide me with a written manufacturer’s manual for the All-Terrain Wheelchair. I acknowledge that I have asked and received answers to all of the questions I have regarding the use of an All-Terrain Wheelchair. I share responsibility for my safety and will follow instructions, make reasonable decisions, act responsibly, and remain on marked pathways. I certify that I understand how, where, and under which circumstances to operate an All-Terrain Wheelchair.

I understand that the ELC cannot assure my safety, and the ELC does not purport to eliminate all of the risks associated with the use of an All-Terrain Wheelchair. I choose to voluntarily use or assist the user of an All-Terrain Wheelchair despite all risks. I assume all inherent and other risks and accept responsibility for any property damage, property loss, personal injury, illness, disability, emotional distress, and death that I may suffer or cause, even if not described above.

Waiver and Release

By printing and signing my name below, I agree to hold harmless and forever waive, release, and discharge ELC and affiliated individuals and entities, which include, without limitation, ELC’s members, contributors, donors, directors, officers, employees, volunteers, event sponsors, event monitors, producers of events, representatives, agents, successors, and assigns (“ELC’s Affiliates”), from and against any and all claims or liabilities brought by me or on my behalf by a family member, my estate, another visitor, or another individual or entity for any injuries or illness whatsoever, which include, without limitation, injuries to my person; injuries to my property; property theft; physical illness; emotional distress; disability; death; injuries or illness that result from impacts with individuals or equipment; injuries or illness that result from hazards such as manmade or natural features or wildlife; and injuries or illness attributable to or exacerbated by delays in access emergency medical treatment that arise from or incident to my use of or assistance with an All-Terrain Wheelchair.

This Waiver and Release is for all types of claims and lawsuits. To the fullest extent permitted by law, this Waiver and Release includes losses caused or alleged to be caused by the negligence or carelessness of the ELC or ELC’s Affiliates. This Agreement is to be construed broadly to provide release and waiver to the maximum extent permissible under applicable law.

Indemnification and Hold Harmless

By printing and signing my name below, I indemnify, hold harmless, and promise not to sue ELC or ELC's Affiliates for any and all liabilities or claims made as a result of my use of or assistance with an All-Terrain Wheelchair, even when caused by the negligence of ELC or ELC's Affiliates. This Agreement is to be construed broadly to provide indemnification to the maximum extent permissible under law.

Media Use

I acknowledge and agree that the ELC may take and use photographs, video, film, and other images of me using or assisting the user of an All-Terrain Wheelchair. I waive all my rights, which include, without limitation, the rights of privacy, publicity, compensation, and copyright, to those images and I consent to the ELC using those images for any commercially reasonable purpose.

Wheelchair Passenger

Wheelchair Attendant

Print Name

Print Name

Address

Address

Phone

Phone

Date

Date

Signature

Signature

Parent or Legal Guardian

I hereby warrant that I have legal authority to act on behalf of my Child/Ward. I agree to all of the above terms and conditions for myself and on behalf of my Child/Ward. If I sign for a participant that is not my Child/Ward, then I agree to indemnify the ELC for any and all claims brought by or on behalf of the Child/Ward for whom I sign or for any claim brought by any other person that is related to the Child's/Ward's use of an All-Terrain Wheelchair.

I have read this Agreement. I understand the contents of this Agreement. I sign this Agreement voluntarily. I understand that this Agreement has no expiration date and that it remains in effect at all times when I use or assist a user of an All-Terrain Wheelchair. I understand that this Agreement is binding on me, my family members, my heirs, assigns, personal representatives, and estate. I agree that the substantive laws of Florida (but not any law that would apply the laws of another state) govern this Agreement and any dispute I have with ELC or ELC's Affiliates. I consent to jurisdiction in Indian River County, Florida. I agree to engage in pre-suit mediation prior to bringing any suit or proceeding related to my use of or assistance with an All-Terrain Wheelchair. Any mediation, suit, or proceeding is to be entered into only in Florida. Any portion of this Agreement deemed unlawful or unenforceable is severable and is to be stricken without effect on the enforceability of the remaining provisions.

Print Name

Date

Address

Signature

Phone