

INDEMNIFICATION AND HOLD HARMLESS

I agree (and on behalf of my child agree), to hold harmless, and forever release and discharge the Environmental Learning Center, Inc. (the "ELC"), and its members, contributors, directors, trustees, officers, employees, agents, successors and assigns, from and against any and all claims or liabilities for any injuries or illness whatsoever, including without limitation, injuries to my person and/or property, physical illness, emotional distress, disability, exposure to infectious organisms and disease, and delays in the ability to access emergency medical treatment, arising out of or incident to any participation by me or my child and brought by or on behalf of me, my child, a family member, my estate, another participant or spectator, or any other person arising from or relating to my (or my child's) participation in any of the ELC activities, including use of the Indian River Lagoon or other body of water, the ELC property, and/or facilities. This release is for any type of claim and includes losses alleged to be caused by the negligence of the ELC to the fullest extent permitted by law. I understand that the activities in which I (or my child) will engage at or near the ELC involve inherent and other risks. I acknowledge that I am solely responsible for determining my (or my child's) suitability to participate in the activities. I have (or my child has) the requisite skills, qualifications, physical and mental ability, and training necessary to properly and safely participate in the activities. I (or my child) share(s) responsibility for my (his/her) safety and will follow instructions, make reasonable decisions, and act responsibly. The ELC cannot eliminate all of the risks of the activities. I choose to voluntarily participate (or allow my child to participate) and observe the activities despite all risks. I assume all inherent and other risks and accept responsibility for any property damage and loss, and for any personal injury, illness, disability, and emotional distress that I (or my child) may suffer. I have read this Agreement, I understand its contents and I sign it voluntarily. I understand that this Agreement has no expiration date and remains in effect at all times that I am (or my child is) observing or participating in the activities and will be binding on me, my family members, my heirs, assigns, executors, representatives, and estate.

My signature below certifies that either 1) I (or my child) can swim, or 2) if I (or my child) cannot swim, that I (or my child) agree to ask for and wear a life vest (personal flotation device) that the ELC will provide whenever I am (or my child is) in or on the water. Any children accompanying me are also bound by this form and their names are listed below. I understand the ELC is not responsible for any of my personal possessions that get wet.

The ELC may take and use photographs, video, film and other images of me (or my child) participating in or observing the activities. I waive any right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the ELC using those images for any purpose. 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 (or my child has) with the ELC and consent to jurisdiction in Indian River County, Florida. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without effect on the enforceability of the remaining provisions.

NOTE: ELC ADVISES THAT YOU CARRY CAMERAS, BINOCULARS, AND ANY OTHER VALUABLE EQUIPMENT IN A WATER PROOF BAG.

Activity : _____ Date of Activity: _____

Parent or Legal Guardian (if participant is under 18 years of age): I hereby warrant that I have legal authority to act on my child's behalf. I agree to the above terms and conditions for myself and on behalf of my child. If I am signing for a participant that is not my child, I agree to indemnify the ELC as provided in the indemnity provision above for any and all claims brought by or on behalf of the child for whom I sign or for any claim brought by any other person related to the child's participation in or observation of the activities.

The ELC Does Not Provide Onsite Medical Services.

Print Name: _____

Address: _____

Name(s) & Age(s) of Children accompanying me

City / State/ Zip _____

Phone: _____

Date: _____

Signature: _____

