



## ASSUMPTION OF RISK AND LIABILITY RELEASE AND WAIVER

The parties to this Release are \_\_\_\_\_ (Participant), \_\_\_\_\_ (Participant's parents or legal guardian, if Participant is under 18) all referred to hereinafter jointly and severally as "Participant", and Friends of the Rainforest. ("FOTR") and Natural Solutions –Costa Rica ("NSCR").

Participant acknowledges that he or she has voluntarily applied to participate in the trip to \_\_\_\_\_ ("Trip Event").

### **This form confirms Participant's understanding and agreement to the following:**

- 1. Travel Arrangements/Third Parties.** Participant understands that FOTR and NSCR do not represent or act as an agent for, and cannot control the acts or omissions of any transportation carrier, hotel, or other provider of food, goods or services ("Third Parties") involved in the Trip Event. Participant understands and agrees that FOTR and NSCR are not responsible and do not assume responsibility for any acts of Third Parties, including any wrongful, negligent or willful acts or omission of such Third Parties.
- 2. Assumption of Risk and Waiver of Liability.** Knowing the dangers and risks of the Trip Event above, and in consideration of being permitted to participate in it, on behalf of Participant, Participant's family, heirs and personal representatives, and Participant, in advance, releases, waives, forever discharges and covenants not to sue NSCR or FOTR, its governing board, officers, agents, employees and volunteers (collectively, the "Releasees") from and against any and all liability for any harm, damage, claim, demand, action, cause of action, cost or expense that Participant may have or that may hereafter accrue to Participant, arising out of or related to any loss, damage or injury, including but not limited to physical injury, suffering or death, that may be sustained by Participant or by any property belonging to Participant that arises or results directly or indirectly from Participant's participation in the Trip Event, whether caused by the negligence or carelessness of the Releasees. It is Participant's express intent that this Release shall be deemed a release, waiver, discharge and covenant not to sue Releasees. Participant further agrees to save and hold harmless, indemnify and defend Releasees from any claim by Participant or Participant's family arising out of participation in the Trip Event.
- 3. Acknowledgement of Risks.** Participant understands and appreciates the dangers and risks inherent in the Trip Event, including, but not limited to, traveling to, within and from the Trip Event, unfamiliar or different terrain, climate, food and drink, customs, natural disasters, inclement weather, accidents and illnesses, all of which could include injury, death, property damage or loss. Participant further understands that FOTR and NSCR, including individuals acting on its behalf, cannot and does not assume responsibility for such events or personal injuries or property damage arising there from even if such injury or damage is the result of the negligence of FOTR or NSCR or other released parties.
- 4. Severability.** It is understood and agreed that, if any term or provision of this Release shall be held unenforceable, illegal, or in conflict with any governing law, the validity of the remaining portions shall not otherwise be affected.
- 5. Governing Law and Venue.** This Release shall be construed in accordance with, and governed by, the laws of the State of Missouri. The parties agree to submit any cause of action arising from or related to the Trip Event to the jurisdiction of the appropriate court in the County of St. Louis, Missouri. The venue for any action arising from or related to the Trip Event shall be the County of St. Louis, State of Missouri.

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### **THIS IS A RELEASE OF LEGAL RIGHTS.**

**I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND UNDERSTAND ITS MEANING AND EFFECT.**

**I have carefully read and freely signed this Release.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Participant (print): \_\_\_\_\_

**I have carefully read and freely signed this Release. I, the undersigned parent and/or legal guardian of the minor Participant listed above, do hereby consent to his or voluntary participation in the Trip Event. I recognize and agree that I am executing this Release on behalf of myself and on behalf of the minor Participant.**

Signature of Parent or Legal Guardian (if Participant under 18): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Parent/Guardian (print): \_\_\_\_\_



### Acknowledgment of Medical Responsibility and Release

I, \_\_\_\_\_, have been advised by Friends of the Rainforest (FOTR) to purchase independent medical insurance for the FOTR trip beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

I have chosen not to purchase such insurance either for personal reasons, **OR** because I already have medical insurance that covers my travel. I accept full and complete responsibility for any and all costs arising out of this decision and agree to hold harmless the Friends of the Rainforest (FOTR) and any of its independent contractors, employees, officers or directors, board members or affiliates. I agree to hold all the above named entities harmless for any costs, lost property, Acts of God, and/or injuries, regardless of who is responsible, arising from my trip.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Friends of the Rainforest - Travelers Insurance Release Form

FOTR and Natural Solutions in Costa Rica strongly recommends that trip participants purchase traveler's insurance, especially if your homeowner's policy does not give you coverage. One suggested agency is Access America, which offers a wide range of travel insurance packages. They can be reached at:

**Access America**  
P.O. Box 71533  
Richmond, VA 23286-4684

email : [customerservice@accessamerica.com](mailto:customerservice@accessamerica.com)  
phone : 1-800-284-8300 (toll-free)  
fax : 1-800-346-9265 (Customer Service Inquiries)

\_\_\_\_\_ I (We) have purchased such a policy or are covered with our home/work policy. (Please be sure to bring proof of this insurance with you when you travel.)

\_\_\_\_\_ I (We) have **chosen not to purchase traveler's insurance**. I accept responsibility for any and all costs arising out of this decision and agree to hold Friends of the Rainforest (FOTR) and any of its independent contractors, employees, officers or directors, board members or affiliates harmless. I also agree to hold harmless the Monteverde Conservation League in Costa Rica and any of its independent contractors, employees, officers or directors, board members or affiliates.

\_\_\_\_\_ I (We) agree to hold all the above-named entities harmless for any costs, injuries or lost property, regardless of who is responsible, arising from my trip.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Photo Release

I give my written consent that all of the photos I have taken, in whatever form, and supplied to FOTR regarding the Costa Rican rainforest and the Children's Eternal Rainforest can be used for onsite educational purposes, posted on a website, used in any commercial manner or published, as long as I am given credit for the photo. I give permission for photos that include my image to be used in any professional manner by FOTR. If applicable, I also give permission for photos of my children to be used in any professional manner by FOTR as long as their name(s) are not included.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Friends of the Rainforest** | 1324 Clarkson Clayton Center #312, St. Louis, MO, 63011

[trips@friendsoftherainforest.org](mailto:trips@friendsoftherainforest.org) | 314-941-1257