

## ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

**Archbold Expeditions is a not-for-profit research, conservation, and education organization—we are *not* a state/federal park or other government university-owned facility.**

I accept and will abide by the behavioral expectations of Archbold, applicable state and federal laws, and policies and procedures of Archbold. I understand that disregard for the Archbold policies and applicable laws may be considered grounds for dismissal from programs and activities at Archbold.

I hereby certify that, with or without accommodations, I am in good health and I know of no medical reason why I am not able to visit Archbold and participate in programs and activities at Archbold. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care for treatment for injuries that I may sustain while participating in any program or activity associated with Archbold. **I understand that I am responsible for all medical expenses.** If I have a disability requiring accommodations, I will notify the Risk Management Administrator prior to or immediately upon my arrival.

I hereby consent and authorize the use and reproduction – however created – of my name, voice and/or likeness in any form with or without alterations or omissions by Archbold Biological Station or Archbold Expeditions (Archbold) or anyone authorized by you for the purposes of trade, for the purposes of public awareness, or for any purpose whatsoever, without compensation to me. All video, audio and photographs shall constitute Archbold property, solely and completely.

### **I agree that I understand and will comply with all of the following:**

In order to induce Archbold Expeditions, its trustees, officers, agents, scientists, staff and any other affiliated or associated parties (together referred to as “Archbold”) to allow the visitor access to its premises, and to permit the visitor to participate in its programs, in consideration thereof, agree as follows:

- Visitor understands that Archbold is a biological field station, including a working cattle ranch, designed to study specific natural and agricultural habitats with all of the accompanying risks. Archbold is not an amusement park, botanical garden, or controlled Animal Park.
- Visitor fully understands that activities at Archbold are inherently hazardous and involve risks of personal injury or illness, including, but not limited to, risks associated with: (1) being outdoors in wildland terrain and water bodies; (2) being in the presence of inclement weather conditions including, but not limited to, lightning, wind, and excess rain; (3) potentially dangerous wild plants; (4) potentially dangerous wild animals and farm animals; (5) ecological and agricultural field research; (6) land management practices and agricultural operations; (7) potential exposure to agrochemicals and other herbicides/pesticides; (8) prevailing and extreme weather conditions; (9) prescribed burns, wildfires, and other outdoor conditions; (10) travel by private and Archbold vehicles including all-terrain vehicles, boats and canoes; (11) indoor laboratory conditions; (12) sports and other recreational activities, including but not limited to swimming; and (13) accidents or illness in a remote rural area without "on-site" medical facilities. In light of this understanding, visitor hereby acknowledges full responsibility for and assumption of risk of any and all harm of any nature whatsoever that comes to the visitor as a result of having access to Archbold premises or participating in its programs.
- Visitor acknowledges that no representations have been made that entering the premises of Archbold or participating in Archbold's programs or activities will be safe, but that Archbold has expressly represented herein that entering the premises and participating in its programs and activities involves risk, which the visitor assumes as a condition of their involvement with Archbold.
- Visitor further understands and agrees that Archbold assumes no responsibility for personal property of visitor. Such property is stored on Archbold premises at the sole risk of visitor.
- Visitor (for him/herself and for their heirs, representatives, successors, assigns and dependents) hereby: (a) releases and discharges Archbold from any and all responsibility for or liability to visitor, which may be caused by the negligence, or otherwise, of Archbold; (b) releases and discharges Archbold from all actions, claims, demands, expenses, attorney's fees, compensation, and all consequential or other damages that may accrue for any injury, death, or property damage as a result of, or in connection with, visitor's access to the premises or participation in the programs of Archbold; (c) agrees that they shall have no right of action against Archbold for negligence, or otherwise, and shall not bring an action, make a claim against, sue, attach the property of, or prosecute Archbold for any injury, death, or property damage accruing as a result of, or in connection with, visitor's access to the premises and participation in the activities of Archbold; (d) agrees to indemnify and hold Archbold harmless against all claims, damages, and causes of action from any injuries to the person and property of visitor, including attorney's fees and all costs in defending against such claims and causes of action made by or on behalf of visitor for negligence, or otherwise. The term "negligence" as used in the Release of Liability shall include all degrees of negligence.