

Participant Name: \_\_\_\_\_



## Pratt Museum Consent, Release and Liability Waiver

**Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter document) carefully before signing.**

For and in consideration of the participation in the program and/or activities and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, this Consent, Release and Waiver of Liability (the "Release") is hereby executed by the "Registrants/Participants/Volunteers" (collectively "Participants") in favor of The Homer Society of Natural History, Inc. DBA Pratt Museum, a nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Museum").

I, \_\_\_\_\_, (participant or parent/s of a minor participant) acknowledge and agree as follows: The Participant's wish and desire(s) is to participate in a program and/or activity sponsored by the Museum. The Participant and/or the participant's parent and/or guardian, in the event of a minor, and on their behalf, and with full knowledge of the circumstances, hereby freely, voluntarily, and without duress executes this Release and Waiver of Liability under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless Museum from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's activities with Museum.

Participant understands that this Release discharges Museum from any liability or claim that the Participant may have against Museum with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's activities with Museum, whether caused by the negligence of Museum or its officers, directors, employees, agents or otherwise.

Participant also understands that Museum does not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Participant does hereby release and forever discharge Museum from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's activities with Museum.

**Assumption of Risk.** Participant hereby expressly and specifically assumes the risk of injury or harm in the activities and releases Museum from all liability for injury, illness, death, or property damage resulting from the activities.

Participant Name: \_\_\_\_\_

**Insurance.** The Participant understands that, except as otherwise agreed to by Museum in writing, Museum does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release.** Participant does hereby grant and convey unto Museum all right, title, and interest in any and all photographic images, video and/or audio recordings made by Museum during the Participant's activities with Museum, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I further grant to the Museum and its representatives the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of these images and recordings in any media now known or later developed for promoting, publicizing or explaining the Museum and its activities and for administrative or educational purposes.

\_\_\_\_\_ Participant does **NOT** agree to Photographic Release described above.

**Participant and parent/s of a minor participant agree:**

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives and estate.

\_\_\_\_\_  
Participant Signature (print name for participants under 12 yrs. old) Date

\_\_\_\_\_  
Parent or Legal Guardian Signature Date

\_\_\_\_\_  
Emergency Contact Printed Name Phone Number