

## Liability Waiver

Starting with the summer 2016 outings each field trip participant has been required to sign a liability waiver. The club has been fortunate in not having serious injuries occur and botany is not usually viewed as a high risk endeavor. That being said the unexpected can occur. This waiver is the participant's acknowledgement of risk and that he/she will not hold the society or its leadership responsible for injuries should they occur. The leader of each trip will be responsible for having all participants sign before the start of each outing and will return the form to the club president. We include a copy of the form here so that everyone will have a chance to read it and realize that it will be a part of the start of every hike, with signatures required for all participants.

### LIABILITY WAIVER FOR THE ALASKA NATIVE PLANT SOCIETY'S HIKES AND OUTINGS

I acknowledge that any trip has risks. The same elements that help create the unique character of this activity may cause loss or damage to my equipment, accidental injury, illness, or in extreme cases permanent trauma, disability, or death. I understand that the ANPS officers, board, members, and the trip leader/coordinator do not want to reduce my enthusiasm for the activity but think that it is important for me to be informed in advance about the activities' inherent risks.

The trip may include hiking over uneven, rocky terrain and along ridges. Hiking up hills with significant elevation gain may occur. Travel may be over rough unpredictable terrain. Downed trees, steep slopes, slippery rocks and moving water may be encountered. Hikes may occur in wetland areas, along rivers, or along the ocean. Muddy terrain may be slippery. Associated risks include but are not limited to slipping, falling, being hit by objects, or striking objects. Risks of hiking include but are not limited to cuts, blisters, diarrhea, falling timber or rocks, falls causing soft tissue injury, fractures, concussions, drowning, hypothermia, heat exhaustion/heat stroke, dehydration, sunburn, and death. Environmental risks include but are limited to rapidly changing weather, insect bites and their transmitted diseases, rolling and shifting rock, earthquakes, lightning, tsunamis, and wild or domestic animals.

The trip may require vehicular travel. This activity has risks which include but are not limited to vehicular accidents and collision with vehicles or animals and malfunction which may results in injury, disability, and death. Vehicle malfunction may result in altering the itinerary.

Society activities may occur in remote places in a significant time and distance away from medical facilities or definitive care. The difficulty of communication and transportation may delay evacuation and transport to a medical facility. I declare that I am in good physical fitness to participate in this activity without causing harm to myself or another. . If I have medical concerns related to the activity, I have verified with my physician that I am physically and psychologically able to participate in the experience. I authorize that if I suffer injury or illness the trip leader/coordinator is entitled to arrange medical treatment and emergency evacuation services as deemed essential for my safety. I understand that I am responsible for all of these transportation and medical costs involved in this care. I release any person who renders medical services for me from any and all liability which may arise out of or be attributable to performance of such services. I am aware that environmental conditions or health/safety issues may require a change in the itinerary. This may require a change in the participant's travel plans. Any costs as a result of unexpected itinerary changes for any reason are the sole responsibility of the participant.

I agree to indemnify and hold harmless the Alaska Native Plant Society officers, board, members, and the trip leader/coordinator against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Alaska Native Plant Society officers, boards, members, or the trip leader/coordinator incurs any of these types of expenses I agree to reimburse them according for incurred costs.

I confirm that I am 18 years old or older. If not I am having an adult 18 or over sign this on my behalf. I (or my adult signer) have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigned personal representative or estate and all of my family members. I assume and accept full responsibility for myself and for death or any injury or loss of personal property. I will pay the expenses suffered by me or on my behalf as a result of any of the items listed anywhere above in this document.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_