

RELEASE, ASSUMPTION OF THE RISK AND WAIVER – BY AN INDIVIDUAL

This RELEASE, ASSUMPTION OF THE RISK AND WAIVER is signed this _____ day of _____, 20__, by _____, for himself or herself, his or her organization and for any person under 18 years of age present with, and for whom the person named above, by signing this RELEASE, ASSUMPTION OF THE RISK AND WAIVER, assumes responsibility for, supervision and care while present at the Northern Arizona University's ("NAU") Merriam-Powell Research Station on the Arboretum at Flagstaff grounds, (collectively, "Participant").

In consideration of being allowed to be present and, if applicable, stay overnight at NAU's MPRS on The Arboretum at Flagstaff grounds, Participant acknowledges and agrees as follows:

1. Participant knowingly and freely assumes, all risks, both known and unknown, while present on the premises of the NAU's MPRS and The Arboretum at Flagstaff. Participant understands that Participant will be present and will participate, without supervision by NAU or other personnel, in activities based out of NAU's MPRS on the grounds of the Arboretum at Flagstaff, which includes both buildings and other improvements and also undeveloped land without maintained roads or trails, located a long distance from emergency medical services, which may be outside radio and cell phone range to call for assistance. Neither NAU's MPRS nor the Arboretum at Flagstaff have been inspected for, nor have signs been installed to warn against, hazards such as uneven ground and terrain, wild animals, snakes, lightning, dead trees and branches which may fall unexpectedly and other dangerous conditions naturally occurring in outdoor and interior settings.

2. Participant agrees to accept any risks, but by no means limited to those described in paragraph 1 above, and accept personal responsibility for any damages, including injury, permanent disability, property damage or death. If Participant observes any unusual hazard during the Participant's presence or participation, Participant shall remove himself or herself from participation and shall immediately bring such hazard to the attention of the nearest employee of NAU, the Arizona Board of Regents or the State of Arizona or The Arboretum at Flagstaff. Participant further agrees to not litter, damage or destroy any property or natural conditions on the NAU's MPRS or The Arboretum at Flagstaff, and to pay for any damage, cleanup, repair or replacement caused by any act, error or omission of Participant while present at MPRS.

3. Participant, for and on behalf of Participant, his or her heirs, assigns, personal representatives and next of kin, hereby releases, indemnifies and holds harmless and agrees to defend NAU, the Arizona Board of Regent and the State of Arizona, The Arboretum at Flagstaff, and their officers, officials, agents, employees, and other participants, with respect to injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Participant or otherwise, to the fullest extent permitted by law.

4. The laws of the State of Arizona shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles.

Participant acknowledges that he or she has read and understands the foregoing Release and Waiver, and Participant voluntarily and intelligently makes and executes this Release and Waiver.

Dated this _____ day of _____, 20__.

Witness's Signature

Participant's Signature

Print Witness's Name

Print Participant's Name