**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM AND PHOTO RELEASE FOR WAGON TRAIN**

Student’s Name: Emergency Contact Phone Number:

Know Allergies:

I HEREBY ASSUME, ON BEHALF OF MY CHILD, ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by Western Heritage Foundation, Inc., their volunteers or assigns or because of their possible liability without fault.

I certify that my child is physically fit, have sufficiently prepared or trained for participation in this activity, and has not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my child’s participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my child’s actions and responsibilities at said activity.

In consideration of this application and permitting my child to participate in this activity, I hereby take action for myself, my child, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my child’s death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to my child including his/her traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Western Heritage Foundation, Inc. and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Western Heritage Foundation, Inc. and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by

terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent for my child to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Permission to Use Photographs and Video

I grant to Western Heritage Foundation the right to take photographs or video of me and of my children in connection with the above-identified event. I authorize Western Heritage Foundation, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that Western Heritage Foundation may use such photographs of me, my children for any lawful purpose, with or without names. Including for example such purposes as publicity, illustration, advertising, and Web content.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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| --- | --- | --- | --- | --- |
| Parent’s Signature  Signature Date |  | Participant’s Name |  | Age |
| (If under 18 years old, Parent or Guardian must also sign.) |  | (Please print legibly.) |  |  |