

**LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT FOR:  
2022 American Penstemon Society (APS)**

In consideration for being permitted to participate in or observe the below described APS (“Activity”, it is hereby acknowledged for myself, my personal representative, heirs, next of kin, and any person having rights for or on my behalf, I do hereby,

Expressly acknowledge that the Activity may be dangerous, involve the risk of physical injury or damage to or loss of personal property associated with participating in field trips (including hikes which can be strenuous, walks, tours, and road travel to and from them) road excursions and other events and attendances (all of which are collectively referred to throughout this agreement as “Activities”) organized or sponsored by the APS;

State that in the event I drive my automobile in connection with the Activity to provide transportation for myself and/or others, I have a valid automobile operator’s license, am covered by liability insurance, currently in force, and understand that neither the APS nor anyone other than myself assumes liability and responsibility for repairs or damage to the automobile I drive or those that may be driven by others;

Understand and agree that the APS, its officers, directors, employees, members, and agents, and the Activity leaders guides, instructors and owners of property where the Activity occurs do not assume and shall not have responsibility for the personal conduct of myself or other individuals who observe or participate in the Activity;

Represent and warrant that I have been given a general description of and understand the nature of the Activity and what is involved on my part, I am not suffering from a condition requiring hospital care, medication, medical or surgical treatment, or any other condition that would prevent me from observing or participating in the Activity;

In consideration of my being allowed to participate in the Activities I voluntarily accept and assume any and all risk of loss or injury to myself and/or my property that may occur. AND FURTHER I hereby release, discharge, and otherwise indemnify and hold harmless APS and their directors, officers, and Activity organizers and leaders from and against any claim I, or any person on my behalf or in my name, may make as a result of my participation in the Activities.

In regard to the field trip, always be in verbal communication with the Field Trip Leader and if I decide to leave the field trip early, to notify the Field Trip Leader;

In regard to the field trip, agree to supply my address, phone number and an emergency contact name and phone number before the start of the field trip.

By my signature I certify that:

- I am over the age of 18 years, and
- My state of health and physical fitness is appropriate for the Activities, and
- I understand the contents of this agreement and agree to be bound by these terms

\_\_\_\_\_ SIGNED

\_\_\_\_\_ PRINT NAME

\_\_\_\_\_ DATE

\_\_\_\_\_ STREET ADDRESS

\_\_\_\_\_ CITY/STATE APS

Emergency Contact Name / Address

Phone Number

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