

Indianapolis Zoological Society, Inc.
General Event – Adult
Notice of Activity, Consent to Conditions, Assumption of Risk,
Release and Waiver, and Consent to Medical Treatment

Participant's Name _____

I. Notice of Activity/Program/Event ("Event"). I understand that I will be participating in:

Name of Event: Boy Scout group volunteer project

Date(s): October 16, 2021

Description of Event: Renovate the MISTery Park area and prepare plant materials for new exhibit. Tasks may include one or more of the following: transplant shrubs and perennials, cut back plant materials for animal browse. Material used to complete these tasks may include hand pruners, shovels, and rakes, which will be provided by the Indianapolis Zoo.

Time: To be confirmed with Horticulture Staff and Scout Group

II. Terms and Conditions. Some Indianapolis Zoo Events allow persons who satisfy certain conditions to explore the Indianapolis Zoo to see and interact with the animals in a different way. The Event in which I desire to participate may be such an Event. Accordingly, I attest that I have read, fully understand and agree with the following representations and conditions:

- I acknowledge that I may have access to Indianapolis Zoo grounds not typically accessible to the general public. As such, I will follow all rules and instructions by Indianapolis Zoo personnel regarding my conduct in such areas.
- I agree that the Indianapolis Zoo may exclude me from participation in the Event if I violate any of these conditions, or for other good reason, as determined in the Indianapolis Zoo's sole discretion.
- Due to unforeseeable animal health, weather or staffing issues, the Indianapolis Zoo cannot provide any guarantees or make any representations regarding the behavior and activities of the animals during the Event. Due to variances in, and the unpredictability of, animal behavior, I understand that experiences with the animals may vary.
- I will not be under the influence of alcohol or illegal drugs during my participation in the Event.

III. Assumption of Risk. I understand that serious accidents may occur during participation in the Indianapolis Zoo Event (including, but not limited to, any related transportation, travel and presence on, or use of, premises that are not those of the Indianapolis Zoo) and that participants may incur personal injuries as well as property damage as a consequence of participating. I know that participation in the Indianapolis Zoo Event may involve risk of such personal injuries and property damage, including the possibility of permanent disability and death. I hereby assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with participation in the Indianapolis Zoo Event (except for an act or acts that amount to intentional and malicious actions of the employees of the Indianapolis Zoo). Examples of the risks I assume through participation in the Event include, but are not in any way limited to, the following:

- I acknowledge that I may have access to Indianapolis Zoo grounds not typically accessible to the general public.
- I understand that the animals and wildlife that reside at the Indianapolis Zoo are at their nature wild animals. I further understand that the Indianapolis Zoo has employed best practice care, maintenance and/or training techniques with all of the Indianapolis Zoo animals and wildlife, but that wild animals can behave in unexpected and unpredictable ways.
- I understand that some people develop allergic reactions to the animals and wildlife that reside at the Indianapolis Zoo.
- I understand that I may be involved in activities that are not on Indianapolis Zoo premises.
- I understand that the Event may include the use and condition of various modes of transportation, premises, facilities and equipment.

- IV. Release and Waiver. I release the Indianapolis Zoo and its trustees, directors, officers, employees, agents, volunteers, successors, and assigns (the "Releasees") from any and all liability for, and waive any and all claims for, injury, loss, or damage in any way connected with my participation in the Event (including, but not limited to, any related transportation, travel and presence on, or use of, premises that are not those of the Indianapolis Zoo), whether or not caused in whole or in part by the negligence or other misconduct of the Indianapolis Zoo/the Releasees (a "Claim"); provided, however, that the Claim shall not be released or waived to the extent that, and only to the extent that, (a) the Claim is covered by a policy of insurance under which Indianapolis Zoo is a named insured, (b) the insurance company issuing the policy does not deny, reserve its rights to deny, or otherwise dispute (i) coverage of the Claim or (ii) its duty to defend Indianapolis Zoo against the Claim, and (c) any recovery on the Claim is paid exclusively out of the proceeds of such policy (and not by the Indianapolis Zoo as a deductible, a selfinsured retention, or in any other manner). This release does not impose any duty on the Indianapolis Zoo (a) to obtain or to maintain any such policy of insurance or (b) to attempt to influence such insurance company regarding its decisions relating to its duties under such policy. I acknowledge that no one has stated, implied or promised that the Indianapolis Zoo has presently or will have at any time in the future any such policy of insurance and, further, that this release makes no such statement, implication or promise.
- V. Consent to Medical Treatment: I authorize the Indianapolis Zoo to provide to me, through personnel of its choice, medical assistance, including but not limited to emergency medical services and transportation ("Medical Treatment") as the Indianapolis Zoo determines necessary in the exercise of its sole discretion. I agree to pay all expenses resulting from the Medical Treatment. This consent does not impose a duty upon the Indianapolis Zoo to provide such assistance, transportation, or services
- VI. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the Indianapolis Zoo and the Releasees from any Claim, or any expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.
- VII. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
- VIII. Binding Effect. This instrument shall be binding upon me and upon all relatives, personal representatives, heirs, beneficiaries, and next of kin and shall inure to the benefit of the Indianapolis Zoo/the Releasees. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Indiana.

SIGNATURE OF ADULT PARTICIPATING IN THE PROGRAM:

I have read and fully understand, agree to, and accept voluntarily all provisions of this Notice of Activity, Release of Liability and Waiver, Assumption of Risk, Indemnification and Consent to Medical Treatment.

Printed Name

Signature

Date