

Name: _____

Last, First Middle – Must Match Your Identification Documents

State/Country: _____

Spell Out

FORM 7: RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PERMISSION

READ CAREFULLY BEFORE SIGNING

The National Youth Science Foundation offers recreational activities including, but not limited to, backpacking, hiking, camping, rock climbing, caving, mountain biking, and kayaking to its participants. Participation in these activities by participants in National Youth Science Foundation programs is voluntary, but no participant will be permitted to engage in these activities unless this Release is fully executed.

I understand that there are **INHERENT RISKS** and **DANGERS** associated with these activities, which can result in **SERIOUS PHYSICAL INJURY** or even **DEATH**. These risks include, but are not limited to, falling, slipping or tripping, bicycle crashing, collisions, getting trapped, drowning, injuries caused by wildlife, equipment malfunctions or other circumstances posing a risk of illness, serious injury or death.

In consideration of the National Youth Science Foundation permitting me to participate in these activities, as well as all associated and related activities, such as transportation, meals, lodging and the like furnished to and arranged for me, I understand and agree to assume all inherent and non-inherent risks and all other related **risks of any type whatsoever** which may be encountered during these activities, including before and after such activities. **Because I accept all of these risks, I will not sue if I am injured (or my child is injured) while engaging in any activities or programs offered by the National Youth Science Foundation.**

I further agree to fully and completely release and hold harmless, for myself, my heirs, successors and assigns, the National Youth Science Foundation and any of its agents, employees, Directors, service providers, representatives, officers, volunteers, and any and all persons assisting or providing any assistance whatsoever in connection with my participation in these activities, from any and all claims, actions, causes of action, expenses and damages arising out of any injury to my person or property, even injury resulting in death, which may arise in connection with my participation in any of these activities. This release includes, but is not limited to, a **complete release for any claims of any kind**, including claims for any acts or omissions, as well as any claims of negligence, gross negligence, intentional or reckless misconduct or any other basis related to activities or programs offered by the National Youth Science Foundation. **In other words, I promise not to sue the National Youth Science Foundation if I am injured (or my child is injured) in any way as a result of engaging in activities or programs offered by the National Youth Science Foundation.**

Continued on Reverse

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I expressly understand and agree that this Release is intended to be construed as broadly and extend to the furthest limits allowed under the laws of the State of West Virginia and any other applicable laws.

I hereby acknowledge that I understand the terms and conditions of this “Release of Liability, Assumption of Risk and Permission;” that I agree to the terms of this document; that I consider this document to be clear in purpose; and that I am freely executing this document.

I understand that this Release is binding not only upon myself but upon by heirs, administrators, executors and assigns. I again reaffirm my free and willing intent to execute this Release, acknowledging a complete understanding of its terms and conditions and totality of its effect, and the totality of the waiver of any rights that I would otherwise have had, had this Release not been executed. If any portion of this Release is determined to be unenforceable by a court of law, I hereby agree that all other parts of the Release shall remain in full force and effect.

I hereby certify that I have carefully read this Release, that I understand this Release and that I am voluntarily signing this Release with a full understanding that it is a legally binding document.

_____ DATE	_____ PARTICIPANT’S SIGNATURE	_____ PARTICIPANT’S PRINTED NAME
_____ DATE	_____ WITNESS’S SIGNATURE	_____ WITNESS’S PRINTED NAME

IF THE PARTICIPANT IS UNDER THE AGE OF 18, THIS RELEASE MUST ALSO BE SIGNED BELOW BY A PARENT OR LEGAL GUARDIAN.

By my signature below, I verify that I am the parent or legal guardian of the minor participant, and that I have the authority to enter into this Release on behalf of the participant. I hereby certify that I have read this Release, consent to my child or ward’s participation in the activities described and understand the terms and significance of this Release.

_____ DATE	_____ PARENT OR LEGAL GUARDIAN’S SIGNATURE	_____ PARENT OR LEGAL GUARDIAN’S PRINTED NAME
_____ DATE	_____ WITNESS’S SIGNATURE	_____ WITNESS’S PRINTED NAME