

## Medical Information, Release of Liability, Assumption of Risk and Hold Harmless Agreement

Please read this document carefully before signing. It is intended as a legally binding agreement between you and Turtle Island Preserve, a non-profit corporation incorporated under the laws of the State of North Carolina as Turtle Island Preserve, Inc (hereafter referred to as "TIP"). TIP requires that this document be signed by each individual who participates in a TIP program (hereafter referred to as "Activity") or visits the TIP premises as a camper, volunteer, staff, student, instructor, contractor, or visitor. A parent or legal guardian must sign on behalf of any participant under 18 years of age.

In consideration for being allowed access to participate in TIP activities, I release and promise not to sue TIP and its owners, directors, officers, employees, instructors, members, volunteers, agents, and representatives (collectively the "Released Parties" and separately a "Released Party") from and for any and all claims, including claims of negligence of TIP or other Released Party arising from any sickness, personal injury, emotional distress, death, loss, damage or expense suffered or incurred as a result of exposure to SARS-CoV-2, the virus believed to cause COVID-19, COVID-19 the disease, or other infectious agent (collectively the "Virus"), while participating in the Activity.

I understand that while TIP has undertaken steps to lessen the risk of transmission of the Virus in its operations, neither TIP nor other Released Parties will be liable in any manner for risks related to the Virus arising from my participation in the Activity. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that the Virus is a highly contagious and dangerous disease and that contact with the Virus may result in significant personal suffering, injury and death. I am fully aware that participation in the Activity carries with it inherent risks related to transmission of the Virus ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks include, but are not limited to: (1) the risk of coming into close contact with individuals or objects that may carry the Virus; (2) the risk of transmitting or contracting the Virus, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from the Virus or its treatment. Further, I understand that the risks of the Virus are not fully understood, and that contact with, or transmission of the Virus may result in risks, including but not limited to risk of sickness, personal injury, emotional distress, death, loss, damage and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. Nonetheless, I voluntarily accept and assume all risk of sickness, personal injury, emotional distress, death, loss, damage and expense arising from the Inherent Risks of my participation in the Activity.

I further agree to hold TIP and other Released Parties harmless from any and all claims and liabilities and the costs of defending such claims including attorneys' fees that may be asserted against TIP or other Released Parties based on my having contracted or transmitted the Virus, directly or indirectly, as a result of my participation in the Activity.

I represent and warrant that, at the time I sign this document, I, nor my children have not been diagnosed with the Virus or, if diagnosed, have recovered as demonstrated by a negative Virus test result. I agree to notify a member of the TIP directorial staff as soon as possible if I am diagnosed with or receive a positive test result for the Virus within 21 days of last participating in an Activity or visiting the TIP premises.

I, the undersigned Participant, in **consideration** of the Turtle Island Preserve instruction and experience in which I have voluntarily chosen to receive and participate, acknowledge and agree with Eustace R. Conway, IV, and all employees and staff of Turtle Island Preserve, LLC that:

1. I will be given **instruction** and materials that are designed to maximize the greatest practical degree of my health and safety.
2. I share in the responsibility for my health and safety during my participation in Turtle Island Preserve activities and I voluntarily assume this responsibility.
3. I acknowledge and accept the risks of embarking on this project and adventure including potential damage to or loss of my property and injury to my person or loss of my life.
4. I am acting in reliance upon my **own judgment** and ability to determine if I am qualified to participate in these activities.
5. I certify that I am sufficiently medically, physically, mentally, and emotionally **healthy** to participate in the Turtle Island Preserve activities.
6. I certify that no **promise**, warranty, or representation has been made to me other than as set out in this written agreement concerning my safety or liability.
7. I hereby bind myself, my guardians, attorneys-in-fact, heirs and assigns to **release**, make no claim against, and indemnify Turtle Island Preserve, its owner, employees, instructors and agents from all liabilities, losses, costs, damages, claims or causes of action of any kind arising from my participation in these activities or the negligence or intentional acts of the Turtle Island parties.
8. Turtle Island Preserve will comply with the required guidelines of the NC Department of Health and Human Services issued on May 20, 2020, regarding the coronavirus; and Turtle Island Preserve will comply with the recommended guidelines to the extent deemed reasonable and feasible by Eustace R. Conway, IV, and the Turtle Island employees and staff. I make the same release as set out above in paragraph 7 regarding a coronavirus infection.

To assist me in executing my responsibilities, I agree to:

- A. **Cooperate** in assimilating all instructions and materials that I receive.
- B. **Comply** with all directions from Turtle Island instructors or employees.
- C. **Act** with awareness that I have bound myself as set out above.

Continued...

I have read and **understand** both sides of this document and agree that it will bind me, and any of my representatives, including those set out above. I understand this document has legal consequences. I enter into it voluntarily in consideration of the opportunity to participate in the Activity. I acknowledge I am giving up legal rights and remedies which may be available to me or my child and that I am assuming legal obligations. I understand that this document will be binding on me, my guardians, my heirs and successors. I further understand that it is written to be as broad and inclusive as legally permitted by the State of North Carolina. I agree that if any portion of this document is held invalid or unenforceable, I will continue to be bound by the remaining terms. This document and its interpretation, prosecution and defense shall be conducted under the laws, jurisdiction, and venue of Watauga County, NC.

PHOTO RELEASE: \_\_\_\_\_ Please write your **initials** here to indicate your full consent for release of participant's image to be used in the Turtle Island Internet or photo archive and promotional materials.

Name of specific event are you registering for: \_\_\_\_\_

**MEDICAL INFORMATION** - please print clearly or type

Name - First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Age: \_\_\_\_\_ Approx. Weight: \_\_\_\_\_ Circle One: Male / Female

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact #1: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone - Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Describe your physical fitness level on a scale from 1-10: \_\_\_\_\_ ( 1 = difficulty w/ basic movement , 10 = athlete)

**Medical History:** if you answered yes to any, please describe occurrences & list medications.

Epilepsy: \_\_\_ Diabetes: \_\_\_ Asthma: \_\_\_ (if you have asthma, please plan on bringing two full inhalers)

Heart disease: \_\_\_ Bee-sting allergy: \_\_\_ Anaphylactic shock: \_\_\_ Other allergies: \_\_\_\_\_

Describe what happens when contact is made with allergen (example: rash, hives, anaphylaxis, etc):

\_\_\_\_\_

When is the last time participant had an allergic reaction: \_\_\_\_\_

Known allergy to any medications: \_\_\_\_\_

List All Current Medications: \_\_\_\_\_

Date of last tetanus booster: \_\_\_\_\_ **Vegetarian:** Y/ N - Any other **dietary needs**, physical or psychological problems, which might affect the safety of yourself or other members of the group, or other information necessary for my care & treatment:

\_\_\_\_\_

**Health Insurance:** Name of insurer: \_\_\_\_\_ Policy # \_\_\_\_\_ Certificate/Group # \_\_\_\_\_

**I verify** that the above information is accurate and complete. In the event of my, or my child or ward's, injury or illness, I give the Turtle Island Preserve staff and the medical staff at the facility to which I or they may be transported permission to render the medical treatment that the providers in their discretion elect to administer.

Legibly Printed name of participant(s): \_\_\_\_\_

Signature of participant: \_\_\_\_\_ (If under age 18 signature of parent/ legal guardian required)

Printed name(s) of both: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

(PLEASE READ BOTH SIDES of this document)