



Unexpected Wildlife Refuge, Inc.

P.O. Box 765, Newfield, New Jersey 08344-0765 U.S.A.

Phone: 856.697.3541 • Web site: <http://unexpectedwildliferefuge.org/>

Unexpected Wildlife Refuge Visitor Release of Liability Agreement

This Visitor Release of Liability Agreement (“Agreement”) is entered into by “Visitor” (anyone visiting Unexpected Wildlife Refuge for any reason) and Unexpected Wildlife Refuge, Inc. The Agreement is in favor of Unexpected Wildlife Refuge, Inc, and its Trustees, directors, officers, employees, founders, agents and representatives (collectively called “Unexpected Wildlife Refuge”) and is entered into as consideration for Unexpected Wildlife Refuge permitting Visitor to visit Unexpected Wildlife Refuge for any purpose.

1. Visitor desires to visit or volunteer at Unexpected Wildlife Refuge. Visitor understands that Unexpected Wildlife Refuge does not have captive animals nor does it utilize methods to mitigate wild animals, whether invertebrates (arachnids, such as chiggers, spiders and ticks, or insects, such as mosquitoes and wasps, and other species) or vertebrates, and any risks posed by these free-living animals are borne by Visitor. In particular, Unexpected Wildlife Refuge cannot in any way control or prevent Visitor from being bitten, stung or otherwise harmed by free-living animals, including the contraction of any diseases transmitted by same. Further, walking through Unexpected Wildlife Refuge land incurs further risks from tripping, falling, walking into or otherwise being harmed by inanimate structures and plants. Contact with plants such as, but not limited to, poison ivy may additionally cause contact dermatitis beyond the ability of Unexpected Wildlife Refuge to control.
2. **Waiver and Release.** Visitor agrees never to bring a claim or suit against and releases and forever discharges Unexpected Wildlife Refuge and its successor and assigns from all liability arising from any injury Visitor sustains as a result of Visitor’s visit to or volunteering at Unexpected Wildlife Refuge or Visitor’s presence on any Unexpected Wildlife Refuge property. Visitor understands this Agreement releases and forever discharges Unexpected Wildlife Refuge from any liability, including as a result of Unexpected Wildlife Refuge’s own negligence and liability, to Visitor with respect to bodily injury, personal injury, illness, disability, scarring, amputation, death, property damage or other loss that may result.
3. **Assumption of the Risk.** Visitor understands that visiting or volunteering for Unexpected Wildlife Refuge or being present on Unexpected Wildlife Refuge property may include activities that may be hazardous and result in injury, illness, disease, damage or loss to Visitor. Visitor understands that activities of the Unexpected Wildlife Refuge may, in some situations, involve inherently dangerous activities. **Visitor expressly assumes the risk of injury or harm in the conditions and activities described in this Agreement.**
4. **Term.** Visitor understands that this Agreement is perpetual.
5. **Photo, Video and Other Recordings.** Visitor may create photos, videos, sound and similar recordings of wildlife while at the Refuge. Although Visitor retains rights to such media, Visitor agrees to provide Unexpected Wildlife Refuge copies of same if requested, to be used to further the mission of Unexpected Wildlife Refuge, promote its activities and goals, for fund raising and otherwise as Unexpected Wildlife Refuge deems appropriate in its sole discretion and without any compensation to Visitor.
6. **Miscellaneous.** This Agreement shall be governed by and interpreted in accordance with the laws where Unexpected Wildlife Refuge is located. Visitor agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. If Visitor is volunteering for Unexpected Wildlife Refuge, Visitor acknowledges having received any information on rules of conduct.

7. **Acknowledgment of Understanding and Intent.** Visitor represents that he or she has read this Agreement and fully understands it is a release agreement. Visitor further represents that he or she is of legal age and legally competent to execute this Agreement and that Visitor does so of her or his own free will. Visitor has not relied on any representation of any kind or character not contained in this Agreement. Visitor expressly agrees this Agreement is intended to be as broad and inclusive as permitted by law.

By signing below, Visitor agrees to the terms of this Agreement and understands that Visitor is giving up substantial rights, including the right to sue and recover damages. Visitor intends her or his signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. By signing below, Visitor also agrees that, to the extent Visitor is bringing any minors (persons under the age of consent, currently less than 18 years in New Jersey) to Unexpected Wildlife Refuge, Visitor is entering into this Agreement on behalf of Visitor along with said minors (listed below) as the parent, guardian or responsible adult for them.

Printed name:

Street:

City: **State:** **ZIP Code:**

E-mail address:

Telephone: **home** **cell** **work**

Signature: _____ Date: _____

Names of minors (print): _____

Unexpected Wildlife Refuge representative: _____

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