

PETER EMILY INTERNATIONAL VETERINARY DENTAL FOUNDATION

[TOURIST MISSION PROGRAM]

Notice of Activity, Consent to Conditions, Assumption of Risk, Release and Waiver,
and Consent to Medical Treatment

Name of Participant: _____

1. **Notice of Activity.** I understand that I will be participating in the [Tourist Mission Program] sponsored by Peter Emily International Veterinary Dental Foundation (“PEIVDF”) in _____ (place) during _____, 20__ (time period) (the “Tourist Mission”).

2. **Terms and Conditions.** The PEIVDF [Tourist Mission Program] allows persons who satisfy certain conditions to travel with PEIVDF on one of its Missions and in the process interact with animals in a unique way. Because I have requested the opportunity to participate in the Tourist Mission, I attest that I have read, fully understand and agree with the following representations and conditions:
 - I am 21 years old or older.

 - I acknowledge that I may have access to areas not typically accessible to the general public. As such, I will follow all rules and instructions by personnel of PEIVDF regarding my conduct in such areas.

 - I agree that PEIVDF may exclude me from participation in the Tourist Mission if I violate any of these conditions, or for other good reason, as determined in PEIVDF’s discretion.

3. **Assumption of Risk.** I understand that serious accidents may occur during participation in the Tourist Mission and that participants may incur personal injuries as well as property damage as a consequence of participating. I know that participation in the Tourist Mission may involve risk of such personal injuries and property damage, including the possibility of permanent disability or death. I hereby assume all risks connected with participation in the Tourist Mission (except for an act or acts that amount to intentional and malicious actions of an employee or volunteer of PEIVDF). Examples of the risks I assume through participation in the Tourist Mission include, but are not in any way limited to, the following:
 - I understand that the animals and wildlife that I will encounter on the Tourist Mission are at their nature wild animals. I further understand that PEIVDF will employ best practice

care with all of the animals and wildlife, but that wild animals can behave in unexpected and unpredictable ways.

- I understand that some people develop allergic reactions to animals and wildlife that may be encountered on the Tourist Mission.

4. **Release and Waiver.** I release PEIVDF and its 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 Tourist Mission, whether or not caused in whole or in part by the negligence or other misconduct of a Releasee (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 PEIVDF 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 PEIVDF against the Claim, and (c) any recovery on the Claim is paid exclusively out of the proceeds of such policy (and not by PEIVDF as a deductible, a self-insured retention, or in any other manner).
5. **Consent to Medical Treatment.** I authorize PEIVDF to provide to me, through personnel of its choice, medical assistance, including but not limited to emergency medical services and transportation ("Medical Treatment") as PEIVDF 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 PEIVDF to provide such assistance, transportation, or services.
6. **Binding Effect.** This instrument shall be binding upon me and upon my relatives, personal representatives, heirs, beneficiaries, and next of kin and shall inure to the benefit of the Releasees.
7. **Applicable Law.** This instrument shall be governed, construed, and enforced in accordance with the law of the State of Colorado.

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

Printed Name

Signature

Date