

Tours

WAIVER OF LIABILITY AND RELEASE OF CLAIMS

CAUTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ BEFORE SIGNING.

_____, states and agrees as follows:

1. I am the legal guardian and/or parent of _____ (child) and have the authority to enter into this agreement with West Suburban Humane Society (“WSHS”) on behalf of the child and on behalf of anyone who enters onto WSHS property because of the child.
2. The child wishes to participate in a tour at WSHS. I understand that the opportunity to become a participant at WSHS is a benefit that WSHS is granting me and the child, and in consideration of receiving that benefit, I consent to the terms of this waiver and release. I understand that WSHS’s agreement to allow him/her to become a participant for WSHS is completely dependent upon my agreement to the terms of this waiver and release. _____ (initial)
3. I understand that participating in a program at WSHS creates a risk of injury in several different ways, including, but not limited to, the following:
 - A. I understand that becoming a participant at WSHS involves close contact with animals, whose behavior is not known or predictable, and which can include, but is not limited to, biting, scratching, and the transmission of disease. I understand that the health status of the animals with which my child will be in close contact is not always known to WSHS. I understand that close contact with animals creates a risk of injury to my child. _____ (initial)
 - B. I understand that the condition of the premises at WSHS may also create a risk of injury to ANYONE entering upon WSHS property, including but not limited to a risk of falling on slippery or uneven floors or outdoor yards, falling due to the presence of objects on the floors, or a risk of objects falling on him/her. _____ (initial)
 - C. I understand that participating in a program at WSHS creates other risks of injury that cannot be specifically foreseen or enumerated. _____ (initial)
4. I have been given an opportunity to ask questions of a WSHS employee regarding possible risks to the child and anyone entering onto WSHS property. Any such questions have been answered to my satisfaction. I further understand that if questions arise during the course of the child’s experience, WSHS employees are available to answer any such questions. I agree that my decision for the child to will be an indication that any such additional questions have been answered to my satisfaction. _____ (initial)
5. I have discussed possible risks to the child created by him/her becoming a participant at WSHS. The child agrees that he/she has a complete understanding of the nature and extend of such risks, including an understanding that some risks cannot be specifically foreseen or enumerated. I also believe that the child has a complete understanding of the nature and extent of such risks, including an understanding that some risks cannot be specifically foreseen or enumerated. _____ (initial)

6. I hereby explicitly and voluntarily assume any and all risks of injury to minor that are created by minor becoming a participant at WSHS. I further hereby release WSHS (including all officers, directors, members, employees, and volunteers thereof) from any liability and waive any claim or cause of action either minor or parent may have against WSHS (including all officers, directors, members, employees, and volunteers thereof), under whatever legal theory and whether based on statute or common law, arising out of any injury minor may sustain in the course of the visit at WSHS. I understand that this release of liability and waiver of claims is intended to completely protect WSHS (including all officers, directors, members, employees, and volunteers thereof) arising out of any injury minor may sustain in the course of a visit at WSHS. _____ (initial)
7. I understand that WSHS cannot provide insurance coverage, whether self-provided or through a third-party, to pay for medical expenses incurred by children or visitors to WSHS as a result of injuries sustained at WSHS. Based on this understanding, and based on my agreement to waive any and all claims against WSHS for any injuries sustained at WSHS, I agree that, during the course of camp at WSHS, I will carry adequate insurance coverage to pay for any medical expenses incurred as a result of injuries anyone may sustain during the course of a visit or tour at WSHS due to the child's participation.
_____ (initial)
8. The child agrees to follow the WSHS policies written below while involved in the after school program at WSHS. _____ (initial)
9. I agree that the validity of this release of liability and waiver of claims is to be governed by Illinois law in all circumstances. _____ (initial)
10. I have read and understand this document completely. I have been given an opportunity to ask questions of a WSHS employee regarding the terms of this document, and any such questions have been answered to my satisfaction. I have also discussed this document with my child and I believe that he/she understands the terms of this document completely. _____ (initial)

Signature (Parent/Guardian)

Date