**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

IN CONSIDERATION OF THE SERVICES OF THE INTERNATIONAL PALM SOCIETY, THEIR AGENTS, OWNERS, OFFICERS, VOLUNTEERS, PARTICIPANTS, EMPLOYEES, AND ALL OTHER PERSONS OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF (HEREINAFTER COLLECTIVELY REFERRED TO AS ("IPS"), I HEREBY AGREE TO RELEASE, INDEMNIFY, AND DISCHARGE IPS, ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AS FOLLOWS:

1. I acknowledge that during the IPS 2020 Biennial Tour, its excursions and Optional tours in Reunion,  and the Pre or Post tour to Mauritius all package tours are provided by **Bourbon Tourisme** of St Denis Reunion as tour operator, and during the Pre and Post package tours to Madagascar are provided by **Mada Tour Antoka** of Tana Madagascar as tour operator, for which the **International Palm Society**, their agents and associates act only as agents collecting registration information and tour monies on behalf of the tour operators.
2. I acknowledge that IPS member involvement is on a volunteer basis and is limited to “palm guiding only”. All issues and elements of the tour packages are provided by and are the responsibility of the tour operators.
3. I acknowledge that the 2020 IPS Biennial Tour to Reunion and all excursions and trips during, before and/or after the 2020 IPS Biennial Tour ("2020 IPS BIENNIAL TOURS) including tours to Mauritius and Madagascar, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the 2020 IPS BIENNIAL TOURS.

The risks include, but are not limited to: hazards of traveling in estuaries and swamps; travel in remote areas; accident, illness or disease in remote places without medical facilities; the forces of nature; travel by air, boat, automobile, or other means of transportation; tidal conditions and currents; exposure to sun, strong winds, heat, cold, storms and lightening; personal injuries; slips and falls while hiking; and rapidly changing adverse weather conditions.

Furthermore, IPS trip leaders and organisers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness level or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used during the 2020 IPS BIENNIAL TOURS might malfunction.

1. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THE 2020 IPS BIENNIAL TOURS AND/OR PRE-BIENNIAL OR POST-BIENNIAL EVENTS IN WHICH I HAVE ELECTED TO PARTICIPATE. MY PARTICIPATION IN THE 2020 IPS BIENNIAL TOURS IS PURELY VOLUNTARY, AND I ELECT TO PARTICIPATE IN SPITE OF THE KNOWN OR UNKNOWN RISKS.
2. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS IPS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CAUSES OF ACTION, DEMANDS, JUDGMENTS, COSTS, EXPENSES OF EVERY KIND AND CHARACTER INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE 2020 IPS BIENNIAL TOURS, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF IPS. I FURTHER RELEASE IPS FROM RESPONSIBILITY FOR:
3. ANY ACT OR DEFAULT COMMITTED BY IT;
4. ANY INJURY, LOSS, DAMAGE, ACCIDENT, DELAY OR EXPENSE RESULTING FROM THE USE OF ANY VEHICLE, STRIKE, WAR, TERRORISM, WEATHER, SICKNESS, QUARANTINE, GOVERNMENT RESTRICTION OR REGULATION;
5. ANY ACT OR OMISSION BY ANY HOTEL, AIRLINE, BUS, TAXI SERVICE, STEAMSHIP, RAILROAD, RESTAURANT, THE INTERNATIONAL PALM SOCIETY, AND/OR MEETING PLANNERS MIAMI OR ANY OTHER HABITATS VISITED DURING THE 2020 IPS BIENNIAL TOURS; OR
6. ANY OTHER FINANCIAL OBLIGATION OR LIABILITY, OR DAMAGE OR INJURY TO MYSELF, OR TO MY PROPERTY.
7. I understand that the 2020 IPS BIENNIAL TOURS involve exercise and/or hiking and that before participating, I should consult my physician. I ASSUME ALL RISK OF INJURY THAT MAY BE SUSTAINED BY ENGAGING IN THE 2020 IPS BIENNIAL TOURS OR BY OTHERS THAT MAY RESULT FROM MY PARTICIPATION AND I AGREE TO ASSUME ALL RISK OF DAMAGE TO PERSONAL PROPERTY I OWN OR IS OWNED BY OTHERS THAT MAY RESULT FROM MY PARTICIPATION IN THE 2020 IPS BIENNIAL TOURS.
8. I warrant and represent that I am in good health and that I have no special needs or instructions in regard to my physical condition and that I am able to participate in the 2020 IPS BIENNIAL TOURS without limitation.
9. SHOULD IPS OR ANYONE ACTING ON THEIR BEHALF BE REQUIRED TO INCUR ATTORNEYS' FEES AND COSTS TO ENFORCE THIS AGREEMENT, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS.
10. I HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY FOR ANY CLAIM MADE IN CONNECTION WITH MY PARTICIPATION IN THE 2020 IPS BIENNIAL TOURS.
11. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I FURTHER CERTIFY THAT I AM WILLING TO ASSUME THE RISK OF ANY MEDICAL OR PHYSICAL CONDITION I MAY HAVE.
12. I authorise IPS personnel to call medical care for me [and/or my child] and to transport the same to a medical facility or hospital if, in the sole opinion of such personnel, medical attention is needed for me [and/or my child]. FURTHER, I AGREE TO PAY ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH ANY SUCH MEDICAL CARE AND/OR RELATED TRANSPORT AND I HEREBY INDEMNIFY AND HOLD HARMLESS IPS OF AND FROM ALL SUCH COSTS.
13. I irrevocably grant IPS permission to use and own the copy right to any photograph, videotape or other likeness of myself[and/or my child] while participating in the 2020 IPS BIENNIAL TOURS; such material, including publishing my name [and/or my child's name], may be used in any medium for any purpose whatsoever. I hereby also assign to IPS my right of privacy, including without limitation, rights under California Civil Code §3344.
14. In the event that I file a lawsuit against IPS, I agree to do so solely in a federal or state court in the State of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
15. This agreement is binding on my estate, heirs, administrators and assigns.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against IPS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

IN CONSIDERATION OF ………………………………………………………………….

(PRINT MINOR'S NAME) ("MINOR") BEING PERMITTED BY IPS TO PARTICIPATE IN ITS ACTIVITIES, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS IPS FROM ANY AND ALL CLAIMS WHICH ARE BROUGHT BY, OR ON BEHALF OF MINOR, AND WHICH ARE IN ANY WAY CONNECTED WITH SUCH PARTICIPATION BY MINOR.

**First INDIVIDUAL Participant**

Signature ………………………………………………………………….

Print Complete Name ………………………………………………………………….

Address ………………………………………………………………….

City, State/Province ………………………………………………………………….

Country ………………………………………………………………….

Telephone ………………………………………………………………….

Email ………………………………………………………………….

Contact

(In case of emergency) ………………………………………………………………….

Date signed ………………………………………………………………….

**Second INDIVIDUAL Participant**

Signature ………………………………………………………………….

Print Complete Name ………………………………………………………………….

Address ………………………………………………………………….

City, State/Province ………………………………………………………………….

Country ………………………………………………………………….

Telephone ………………………………………………………………….

Email ………………………………………………………………….

Contact

(In case of emergency) ………………………………………………………………….

Date signed ………………………………………………………………….

EMAIL THIS COMPLETED FORM WITH PAYMENT (IF NOT ALREADY SUBMITTED) TO:

Arianna Vassallo [avassallo@stansfeldllc.com](mailto:avassallo@stansfeldllc.com)