

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”), which will be conducted at various locations (place) at various times throughout the year or in the future (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, or if under 21 but at least 18 years of age, accompanied by a responsible adult who is 21 years 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 acknowledge that I must request prior approval from PEIVDF to conduct examination of animals during a mission in an area of medical interest unrelated to veterinary dentistry. Minimizing time under anesthesia is of great importance, and even if I do receive permission from PEIVDF, I understand that consent to perform additional examinations may be withdrawn on site in the interest of the welfare of the animals being treated.

 - 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. 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. **Personal Release for Use of Image, Name, and/or Voice.** I consent to PEIVDF, its directors, officers, agents, employees, successors and assigns, to photograph, film or otherwise record my appearance, poses, voice, statements and activities, and to the edit of same (hereinafter collectively "my image") for use, in whole or in part, by PEIVDF without restriction or limitation in and/or through any and all media formats (now existing or hereafter developed), throughout the universe in perpetuity. PEIVDF, in its sole discretion, may identify me by name in connection with the use of my image and the promotion and advertising of same. I also acknowledge and agree that PEIVDF shall have no obligation to use my image or name in any manner. I hereby forever release PEIVDF from any right I may have in connection with the foregoing use of my image and name, and I shall not own any rights in my image as recorded by PEIVDF, and that PEIVDF shall be the sole owner thereof. I specifically release, acquit and discharge PEIVDF from any and all liability for my personal safety and welfare and that of third parties (excluding PEIVDF hired crew members and staff), whether caused in whole or in part by the negligence of PEIVDF, a third party or me, and for any loss or damage to the personal property of the same arising from the photography, filming or recording session or preparation thereof. I understand and agree that I am responsible for obtaining at my expense any insurance coverage that I consider appropriate for third parties or me.
6. **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.
7. **Binding Effect.** I understand 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.

8. **Applicable Law.** I understand 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, Consent to Medical Treatment, Binding Effect, and Applicable Law.

Printed Name

Signature

Date

If Participant is under 21 years old, signature of responsible adult required below:

Printed Name

Signature

Date