

EMPATHY CONNECTS, LLC
PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY

Name of Participant: _____

Date of Program: _____

WHEREAS, Participant has sought out Nature and Forest-based therapy services provided by Empathy Connects, LLC (“Company”);

WHEREAS, the services Company provides take place outside in uncertain environmental conditions and uneven terrain;

WHEREAS, Participant acknowledges that Company has no control over the environmental conditions or terrain when providing services, and Participant voluntarily agrees to assume those risks as set forth in this Participant Agreement, Release and Waiver of Liability (the “Agreement”).

NOW, THEREFORE, in consideration of the agreements made herein, and other valuable consideration, the receipt and sufficiency the Participant acknowledges, each Participant signing below hereby stipulates and agrees:

- 1. Acknowledgement of Outdoor Activities in Natural Areas.** I understand and agree that in utilizing the services of Company, I may come across known or unanticipated risks from environmental conditions or the natural terrain that cannot be eliminated without jeopardizing the essential quality of the services. Such risks may include slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to wild animals, insect bites, and hazardous plant life; remote places where medical treatment, including emergency medical or medical facilities are not easily accessible; allergic reaction due to consumption of food or drink; improper lifting or carrying; the physical exertion associated with the services and my own physical condition.
- 2. Assumption of Risk.** I understand and acknowledge that the activities that take place as part of Company’s services may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the therapy activities and that medical services may not be readily available. I further acknowledge that any injury I may sustain while a Participant in services provided by Company may be compounded by negligent or delayed medical service. I **VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION OF ACTIVITIES RELATING TO SERVICES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**

3. **Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction, attributable or relating in any manner to my use of the services, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while using the services.
4. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while using the services.
5. **Indemnification.** I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the services. I certify that I have adequate insurance to cover any injury or damage I cause or may incur while participating in services, or I can bear the cost myself.
6. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring with me to participate in the Services and that Company will not be responsible for or provide any security for my property and personal belongings.
7. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Will County, Illinois.
8. **Waiver.** No waiver of any term or right in this Agreement will be effective unless in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
9. **Survival.** Any provision of this Agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.

10. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions will remain in full force and effect.

11. Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to this subject matter and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, or amendment of or to this agreement will be valid unless it is in writing and signed by authorized representatives of both parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

By: _____
Name: [printed name of Participant]
[Date]

By: _____
Name: [printed name of Participant]
[Date]