

The New York Botanical Garden On-Site Research Agreement and Release Form

I, _____ (“Participant”), plan to conduct an on-site research project titled _____ (“Project”) at The New York Botanical Garden (“NYBG”) in accordance with my research application submitted on ____/____/____. By signing below, I agree to the terms set forth below.

Note: If the Participant is a minor, such Participant’s Parent or Guardian consents on behalf of such Participant to the terms set forth below.

1. **Policies and Safety Rules.** For my safety and that of others, I will comply with NYBG’s policies, safety rules and other directions for all activities as they may be given to me by NYBG from time to time.
2. **Data and Final Products.** All Project data, results, summaries, posters, and publications will be presented to the Director of the Thain Family Forest upon completion of the Project.
3. **Acknowledgement.** The New York Botanical Garden will be acknowledged in all publications based in part on Project research at NYBG.
4. **Awareness and Assumption of Risk.** I understand that NYBG activities and my activities have inherent risks that may arise from the activities themselves, my own actions or inactions, my own health conditions (whether known or unknown to me) or the actions or inactions of NYBG, its directors, officers, employees and agents, other volunteers, and others present at NYBG. These risks may arise, without limitation, in connection with risks inherent in outdoor landscapes, of falling or tripping, of limbs or trees falling, of wildlife such as insects, reptiles, and other animals, of poisonous or irritating plant matter, as well as risks connected with running or still water, sunlight and precipitation, and other physical hazards. As between myself and NYBG, to the fullest extent permitted by law, I assume full responsibility for any and all risks of bodily injury, death or property damage caused by or arising directly or indirectly from my presence at NYBG or my activities thereat, regardless of the cause.
5. **Waiver and Release of Claims.** In consideration of permission to enter NYBG for the purposes contemplated by this agreement, I hereby waive and release, to the greatest extent permitted by law, any and all claims against: NYBG, the City of New York, and their respective directors, officers, agents, employees, volunteers and affiliates (collectively, the “Released Parties”), for any liability, loss, damages, claims, expenses and attorneys’ fees resulting from death, or injury to my person or property, caused by or arising directly or indirectly from my presence at NYBG or my activities thereat, regardless of the cause and even if caused by negligence, whether passive or active. I agree not to sue any of the Released Parties on the basis of these waived and released claims.
6. **Medical Care Consent and Waiver.** I authorize NYBG to provide to me first aid and, through medical personnel of its choice, medical assistance, transportation and emergency medical services. This consent does not impose a duty upon NYBG to provide such assistance, transportation, or services. In addition, I waive and release any claims against the Released Parties arising out of any first aid, treatment or medical service, including the lack or timing of such, made in connection with my volunteer activities with NYBG.
7. **Not an Employee.** I understand that (i) I am not an employee of NYBG, (ii) that I will not be paid by NYBG, and (iii) I am not covered by or eligible for any NYBG insurance, health care, worker’s compensation, or other benefits.
8. **Binding, Entire Agreement and Severability.** I understand that this agreement will be binding for the duration of my involvement with NYBG’s programs. This is the final, complete, and exclusive agreement between NYBG and me, and supersedes all prior or contemporaneous communications or understandings, either oral or written. This agreement will be binding to the fullest extent permitted by law. Whenever possible, each

provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement is held to be prohibited by or invalid or unenforceable in any respect under applicable law, such provision will be ineffective only to the extent of such prohibition, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this agreement and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

9. **Further Assurances.** I agree to execute and deliver all such further instruments and take such other and further action as may be necessary or appropriate to carry out the provisions of this Agreement.
10. **Construction.** The headings of this Agreement are inserted for convenience only and do not constitute part of this Agreement. Each party represents that it has been represented by and relied on the advice of counsel of its choice in the preparation of this Agreement, and each party therefore agrees (i) that no rule of construction to the effect that any ambiguities are to be resolved against the drafter shall be employed in the interpretation of this Agreement and (ii) in the event an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as if drafted jointly by the parties.
11. **Governing Law.** This agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be performed solely therein. The parties hereto hereby consent to the exclusive personal jurisdiction and venue of any state or federal court located within the City of New York and waive any objection to jurisdiction and venue of any action instituted hereunder and agree not to assert any defense based on lack of jurisdiction or venue.

I have read this agreement and understand its terms and that I am giving up certain legal rights by signing it. I sign it freely and voluntarily.

Participant

Printed Name:

Date:

For Minor Participants: I, the Parent or Guardian of _____, the Participant, have read this agreement and understand its terms and conditions and that I am giving up, on behalf of Participant and myself, certain legal rights by signing it. I sign it freely and voluntarily on behalf of Participant and myself.

Participant Parent or Guardian

Printed Name:

Date: