

Duke Lemur Center/ Duke University  
RELEASE AND WAIVER AGREEMENT  
Painting with Lemurs

**\*\*\*THIS IS A LEGALLY BINDING DOCUMENT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THE PROGRAM. READ IT CAREFULLY BEFORE SIGNING.\*\*\***

The undersigned (the PARTICIPANT) wishes to voluntarily participate in the Painting with Lemurs Tour (the PROGRAM) at the Duke Lemur Center/ Duke University (the DLC) in connection with an educational program being conducted by the DLC.

The PROGRAM may include such activities as viewing lemurs without any barriers with the DLC's animal technicians and education tour guide, accessing behind-the-scenes areas of the DLC and taking photos when and where permitted by the DLC.

### **Release and Waiver**

In consideration of being permitted to participate in the PROGRAM, for himself/herself and his/her personal representatives, heirs, and next of kin, the PARTICIPANT hereby fully releases, waives, acquits and forever discharges the DLC, its officers, directors, employees, trustees, servants, or agents (referred to individually and collectively as Releasees), from any and all causes of action, claims, suits, damages, expenses, fees, attorneys' fees, costs and other liabilities, of any kind or character whatsoever, whether known or unknown, which arise or may rise, in connection with his/her participation in the PROGRAM, including, but not limited to, death, any personal injury, loss of property, or other damages, whether caused by the negligence of the Releasees or otherwise, while he/she is participating in the PROGRAM.

### **Assumption of Risk**

PARTICIPANT assumes full responsibility for all risk of bodily injury, death or property damage caused by the negligence of Releasees or otherwise while engaged in the PROGRAM including; but not limited to any injury resulting from contact with animals, contact with plants (including poison ivy) and insects, exposure to the elements, exhibit components, and/or physical exertion. Close toed shoes are required for this tour due to the presence of the aforementioned factors associated with the forest enclosures.

### **Hold Harmless**

PARTICIPANT, for himself/herself and his/her heirs, executors, administrators, and assigns, agrees that in the event that any claim for personal injury, death or property damage will be prosecuted against Releasees, PARTICIPANT will indemnify and save harmless Releasees from any and all claims or causes of action by whomever made and wherever presented.

### **Applicable Law**

All provisions of this Agreement will be construed and governed by North Carolina law without regard to the law of any other location. Any lawsuits, claim or other legal proceeding involving PARTICIPANT or the DLC must be brought exclusively in the federal or state courts located in Durham County, North Carolina and PARTICIPANT hereby submits to personal jurisdiction in the State of North Carolina and to venue in such courts.

**Entire Agreement and Severability**

This Agreement contains the entire agreement between the parties regarding the matter herein and the terms of this Agreement are contractual and not a mere recital.

PARTICIPANT agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of North Carolina and that if any portion of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

**HAVING READ AND UNDERSTOOD THIS AGREEMENT, AND HAVING HAD SUFFICIENT TIME TO CONSIDER WHETHER TO ENTER INTO THIS AGREEMENT, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN BELOW.**

Participant

Parent/Guardian Signature (If under 18 years old)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date