

# **New Haven Native American Church**

## **Terms and Conditions and Waiver of Liability Claims**

In consideration of participating in activities of the New Haven Native American Church (NHNAC) I agree to read all the information presented in these Terms and Conditions and Waiver of Liability Claims. I agree to comply with any and all rules and regulations communicated to me about these activities, including but not limited to:

**1. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RESPONSIBILITY FOR RISKS AND LIABILITY FOR MY PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEATH WHICH MAY OCCUR IN CONJUNCTION WITH MY PARTICIPATION IN NHNAC ACTIVITIES; AND I HEREBY FOREVER RELEASE, DISCHARGE AND HOLD NEW HAVEN NATIVE AMERICAN CHURCH AND ITS AGENTS HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF NHNAC, ITS MEMBERS, AGENTS, OR OF THIRD PARTIES.** I, on behalf of myself and any minors for whom I am responsible, our heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue New Haven Native American Church, its officers, directors, members, employees, agents, volunteers, representatives, contractors and subcontractors, sponsors, affiliates, and if applicable, owners and lessors of equipment, installations and premises used for related activities, from any and all claims for damages, injuries, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use of NHNAC property and/or participation in any NHNAC programs, events, installations or activities, including any injury or damage to my mental or physical health, to my property, or to that of any other person or property. However, if NHNAC files a claim against me, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend and hold the releases harmless from and against any and all claims by third parties for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my use of NHNAC property or activity, including any program, event or activity at other locations. I intend that the Waiver of Liability Claims shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

2. I understand that children under 18 years of age can participate in NHNAC activities only when accompanied by a parent or guardian. If I bring a minor I agree to the provisions contained in these Terms and Conditions and Waiver of Liability Claims on behalf of the minor.

3. I acknowledge and understand that by participating in NHNAC activities, I may be exposed to environments that may present risks of serious injury, permanent disability, death, property damage, economic losses, emotional or psychological disturbance, and other risks, including but not limited to, those caused by:

- (a) the actions, inactions or negligence of New Haven Native American Church, its agents, Members, or third parties;
- (b) rules and regulations regarding the activities;
- (c) conditions of the premises or equipment used;
- (d) all dangers to persons and property associated with vehicular traffic;
- (e) hot and cold water temperatures in sweat lodges and immersion pools that are contraindicated for anyone who might be pregnant and might be contraindicated for people with blood pressure or other

health issues;

- (f) infection from pools, streams, kitchen facilities or other human impacted or natural conditions;
- (g) drowning in pools or natural bodies of water;
- (h) temperature and weather extremes including flooding, drought, high winds, earthquakes;
- (k) streams, caves, steep terrain, bluffs, falling rocks;
- (l) wildfires, falling trees;
- (m) wild animals including biting insects, venomous spiders and snakes, bears, mountain lions, and so forth.

I further acknowledge and understand that there may also be other risks both obvious and that are not obvious, known, or foreseeable at this time.

3. I understand that some NHNAC activities may include sacramental ingestion of psychoactive naturally occurring substances that may have undesired side effects, including but not limited to:

- (a) nausea and vomiting;
- (b) mental illness episodes;
- (c) impaired bodily movement;
- (d) inability to safely drive or operate other machinery;

4. Should I find that any condition or activity at NHNAC property or events is unsafe or offensive to me or to any minors accompanying me, I acknowledge that I can avoid such condition or activity by, among other things, leaving the vicinity. I agree not to leave NHNAC property if I am under the influence of any psychoactive substance.

5. Unless I am known to be in possession of a valid health care directive to the contrary, I consent to have first aid and medical treatment that may be deemed advisable in the event I am incapacitated due to injury, accident and/or illness while on NHNAC property or engaged in NHNAC activities. I release NHNAC and all persons participating in any first aid or medical treatment from all liability for any such actions unless they are grossly negligent.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND WAIVER OF LIABILITY CLAIMS. I UNDERSTAND THAT ALONG WITH GAINING THE BENEFITS OF NHNAC ACTIVITIES I ALSO GIVE UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY COERCION OR DURESS.**

\_\_\_\_\_  
Participant or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Legal Guardian Signature (if required)

\_\_\_\_\_  
Date