**AGREEMENT FOR PARTICIPATION IN ALASKA VETERINARY PATHOLOGY SERVICES (AVPS) ACTIVITIES**

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AGREEMENT TO RELEASE ALL CLAIMS AND AGREEMENT TO INDEMNIFY AVPS**

I, (print name) want to participate in necropsies of animals either in the field or in the laboratory

**PLEASE READ CAREFULLY & SIGN BELOW**

**(Required for participation)**

1. **Inherent Risks** - I understand and acknowledge that there are **known, unknown, and unanticipated risks and dangers that are qualities of these activities that cannot be eliminated**. These are often called **"inherent risks"** and will be referred to this way in this document. Some of the activities that I may be participating in:

 Assisting in necropsy of animal(s).

1. **Possible Harms** - I understand that these "inherent risks" can result in **"harms,"** which in this document **means damage to property or permanent or temporary physical, emotional, and mental injury to or death or disability.**
2. **Investigate Risks** - I agree that it is my responsibility to understand the risks in my participation in this activity. Itis my responsibility to investigate the risks if I do not fully understand these risks.
3. **Assumption of Risk** - After considering the ''inherent risks" and "harms" that may result, I voluntarily assume all ''inherent risks" that I may encounter during participation in or transportation to, from or as a part of this activity, and I agree to be financially responsible for any ''harms" that result.
4. **Negligence-** I also recognize that while AVPS will not knowingly or intentionally cause or permit "harms" to occur. the same or similar ''harms" such as those mentioned in item 2 may be caused by the negligence or fault of AVPS employees. its agents or volunteers or by fellow participants. Proper safety training is designed to reduce or preferably eliminate this possibility.
5. **Release** -I further agree to release AVPS from all liability and claims of any kind, for any ''harms" to me arising from the negligence of AVPS employees, its agents or volunteers, or of fellow participants. This includes claims for loss, expense, damages, punitive damages or attorney fees, or loss of companionship or support of family.
6. **Indemnity and Hold Harmless** - I agree to indemnify and hold AVPS harmless if I or anyone else brings claims against AVPS to recover damages of any kind for ''harms" to me **arising from the negligence of AVPS Alaska employees, volunteers or of fellow participants, or from our participation in, or transportation to, from or as a part of this activity**. This means that I will be responsible for attorney fees and expenses incurred by the AVPS in its defense of claims and any damages awarded against the AVPS,
7. **Other Providers** - I understand that my assumption of risk, release and indemnification of the AVPS apply regardless of whether this activity is operated, sponsored, or hosted in whole or in part by AVPS.
8. **Accommodations** - I certify that I am in good health and I know of no medical reason why I am not able to participate. If I have a disability, food or drug allergy, dietary requirements or any other condition requiring accommodation, I will contact the activity director prior to the start of the activity.
9. **Consent to Care** - I consent to first aid, emergency medical care, and if necessary admission to a hospital for care and treatment for injuries or illness anytime during this activity.
10. **Financial Responsibility** - I understand that I am responsible for obtaining insurance and for any expenses that arise out of medical care.
11. **Compliance with Rules** - I agree that I will abide by all AVPS policies, regulations, and procedures and by all local, state and federal laws. If I fail to abide by these rules and laws, that may be a basis for denying or ending my participation in this activity.
12. **Others Affected** - I intend that this Agreement is and will be binding on my family, estate, heirs, successors, assigns, insurers, medical providers and personal representatives.

**By my signature, I agree and represent that:** I have entered into this Agreement on the basis of my own assessment of the risks involved and not in reliance upon representations of AVPS, its employees, officers or agents; I understand that I have the right to consult an attorney of my choice before signing this Agreement; I further understand that this Agreement contains our entire agreement, and that it cannot be modified except in a writing signed by me and AVPS; Alaska law applies to this Agreement and any dispute will be resolved in the state court located in Anchorage, Alaska; If any part of this Agreement is found to be invalid or unenforceable for any reasons, the balance of the Agreement remains valid and enforceable; This a legally binding agreement designed to protect “AVPS” from claims that could be brought by myself or anyone else because of "harms" to me.

PARTICIPANT'S NAME: :DATE:

(Please Print)

SIGNATURE:

ADDRESS: TELEPHONE:

Email:

EMERGENCY CONTACT: (name/phone/relationship):

*MODEL RELEASE PORTION- OPTIONAL*

 **I agree AVPS personnel may photograph, videotape or record** me in connection with this activity. **I agree that AVPS will be the owner** of all images and recordings and own all copyright in the images and recordings. AVPS may use these images and recordings **for advertising or other media releases.**