



[Ideally should be printed on stamp paper of Rs.100 each. This is not mandatory but recommended.]

PLEASE READ BEFORE YOU SIGN
YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS

In consideration for being permitted to attend the 9th Course on Wildlife Conservation for Wildlife Enthusiasts (the “**Conservation Course**”) by Wildlife Institute of India (“**WII**”) I hereby agree as follows:

1. **Binding Agreement.** I understand that this document is a binding contract between myself and WII, and I certify that I am of legal age and under no legal disability which would prevent me from entering into this binding agreement.
2. **Understanding of Danger.** I am aware that the Conservation Course involves activities that are inherently dangerous and may result in **INJURY** or **DEATH** and I agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release of Liability and Assumption of Risk (the “**Release**”) any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated, which is in any way connected with my participation in the Conservation Course.
3. **Parties Included.** I understand that this Release includes the WII and all of its officers, board members, employees, agents, associated entities, members, volunteers, contractors and anyone working with or for WII in connection with the Conservation Course (collectively, the “**Releasees**”).
4. **Risks Contemplated.** This Release is made in contemplation of all activities related to the Conservation Course which, for purposes of this agreement, shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, related to any field trips including to any reserve forests, national parks or any other areas which is part of the Conservation Course, ground transportation provided to me by any entity in any way associated with the Conservation Course; my presence on or near the facility and grounds of WII; and any other activity whatsoever in any way, shape, form, or manner connected with the Conservation Course (collectively, the “**Conservation Course Activities**”).
5. **Parties Bound By This Agreement.** It is my understanding and intention that this Release be binding not only on me, but on anyone or any entity, including my estate and my heirs, that may be able to sue because of my injury or death. It is further my understanding and agreement that this Release is intended to and does in fact release all Releasees from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in the



Conservation Course Activities, even if caused by the negligence or other fault of WII or any other Releasee.

6. **Release of Liability.** I hereby release and discharge WII and all other Releasees from any and all liability, claims, demands, or causes of action that I may hereafter have for **INJURY, DEATH or DAMAGES** arising out of my participation in Conservation Course Activities even if caused by negligence or other fault of WII or any other Releasee.
7. **Covenant Not To Sue.** I further agree that I will not sue or make any claim against WII or any other Releasee for damages or other losses sustained as a result of my participation in Conservation Course Activities even if caused by the negligence or other fault of WII or any other Releasee.
8. **Indemnification, Hold Harmless, Attorneys' Fees.** I also agree to indemnify and hold harmless WII from all claims, judgments, and costs, including but not limited to actual attorney's fees, incurred in connection with any action brought as a result of my participation in Conservation Course Activities including actions brought by me or on behalf of me or my estate, and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by WII or any other Releasee. I further agree that I shall be liable to WII and/or any Releasee for any attorneys' fees incurred defending against any lawsuit brought in violation of this Release.
9. **Assumption of Risk.** I understand and acknowledge that Conservation Course Activities are inherently dangerous and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN COURSE ACTIVITIES WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF WII OR ANY OTHER RELEASEE,** including but not limited to equipment malfunction from whatever cause, inadequate training, rescue attempts or any other cause whatsoever, even if those injuries are caused by the negligence or any other fault of WII or any other Releasee.
10. **Willful Misconduct, Recklessness, Gross Negligence.** In the event that ANY THIRD PARTY ENGAGED BY WII engages in any willful or wanton misconduct, recklessness, gross negligence, or any conduct outside the scope of this Release, I agree such conduct shall not be attributable to WII or any other Releasee on any theory.
11. **Duty of Care.** I hereby agree to waive any and all duties of care, whether by omission or commission, or any other duty which may be owed to me by WII.
12. **Reimbursement for Equipment Damage.** I hereby agree to reimburse WII for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.



13. **Severability.** I agree that if any part of this Release is found to be invalid, unenforceable, or against public policy, the remainder of this Release shall remain in full force and effect.
14. **Enforceability.** I specifically waive any unenforceability or public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.
15. **Interpretation of Agreement.** I agree that, notwithstanding any default rules of contract interpretation, any ambiguities in this Release shall not be construed against WII by virtue of the fact that WII drafted this Release.
16. **Governing Law, Jurisdiction, and Venue.** This Release shall be governed exclusively by Indian law without regard to conflicts of laws principles. The parties agree that any suit, action, or proceeding based on, arising out of, or relating to this Release or any Conservation Course Activities must be brought under Indian law and heard exclusively in a court of competent jurisdiction located in Dehradun, Uttarakhand, India. Each party hereby irrevocably consents to the exercise of personal jurisdiction over such party by the respective foregoing forum courts, agrees that venue shall be proper in such forum courts, and irrevocably waives and releases any and all defenses based on lack of personal jurisdiction, improper venue, and/or forum non-conveniens.
17. **Knowing and Voluntary Waiver.** I attest that I am agreeing to this Release freely, knowingly, and voluntarily, without duress or coercion, and with a full understanding of its terms. I understand that I have the right to consult with an attorney before signing this Release, and agree that I have been given a reasonable amount of time to consider this Release before signing it. I understand that by signing this document I am giving up important legal rights and it is my intention to do so.
18. **Entire Agreement.** This Release constitutes the entire agreement between the parties with respect to the subject matters hereof. No waivers with respect to, amendments to, or changes in the obligations created by this Release shall be effective unless reduced to writing and signed by the parties.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I AM FOREVER GIVING UP IMPORTANT LEGAL RIGHTS.

I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE WII OR ANY OTHER RELEASEE IN CONNECTION WITH THE COURSE ACTIVITIES SPONSORED BY WII, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY INJURY OR DEATH BY THEIR NEGLIGENCE.



I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENTS. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

READ BEFORE YOU SIGN.
YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

Dated: _____

Participant's Signature

Participant's Printed Name