

**PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT (“AGREEMENT”)
PARK UNIVERSITY AUTHORIZED MUSHROOM HUNT AND PICKING**

As a condition of receiving a voluntary license that is terminable at will to hunt and pick mushrooms on real property (the “Park Property”) owned by Park University, (the “University”), a Missouri nonprofit corporation, I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes the University, the University’s trustees, officers, servants, agents, volunteers, or employees (the “Releasees”) from all liabilities, claims, demands, or injury, including death, that may be sustained by me while hunting and picking mushrooms, or while otherwise on the Park Property, including injuries sustained as a result of the negligence of Releasees.

I am fully aware that there are inherent risks involved with hunting and gathering mushrooms in unimproved wild areas, and I choose to voluntarily hunt and gather mushrooms with full knowledge that the activity may be hazardous to me and my personal property. I voluntarily assume full responsibility for any risks of loss, property damage and personal injury including death, that may be sustained by me as a result of my mushroom hunting and gathering activities, including injuries sustained as a result of the negligence of Releasees, the negligence of other persons participating on the Property and any other third parties. I further agree to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorneys’ fees that may occur as a result of my mushroom gathering activities.

I agree that the license granted by the University does *not* include the right to cut or otherwise take any standing trees, living or dead, or the right to remove any flora, other than mushrooms, fauna, rocks, stone or other thing from the Park Property, or to engage in any other activity whatsoever on the Park Property, including but not limited to the dumping of any solid, liquid or other hazardous waste, pollutant or substance. I agree to immediately comply with all directions given to me by University personnel, including but not limited to University Public Safety Officers. I agree to inform the Public Safety Director of my intention to hunt and gather mushrooms including the date, starting and ending times and location on the Park Property.

I will indemnify and hold harmless Park against all suits, claims, damages, costs or expenses, including reasonable attorneys’ fees, that Park incurs by reason of any breach or alleged breach of any representations or warranties made by me or by reason of my entry onto Park Property pursuant to this Agreement.

It is my express intent that this Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Missouri.

In signing this Agreement, I acknowledge and represent that I have read the Agreement, understand it and signed it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing Agreement that has been reduced to writing have been made. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Signed this _____ day of _____, 2006.

Mushroom Hunter’s Signature: _____

Printed Name: _____

Witness Signature: _____

Witness Printed Name: _____

Instructions to Park University Director of Public Safety

1. Complete all blanks in form prior to the execution.
2. Provide copy of executed form to the Participant.
3. Keep this Agreement on file in appropriate office of the Park University Director of Public Safety.