

FORT WORTH BOTANIC GARDEN

Release of Liability and Assumption of Risk

By purchasing admission, registering for a class or program, purchasing a membership, making a donation, or otherwise entering or participating in activities at the Fort Worth Botanic Garden ("Garden"), I acknowledge and agree to the following:

1. I voluntarily assume all risks associated with entering the Garden and participating in its programs, classes, events, tours, exhibitions, and related activities, including but not limited to risks arising from uneven walking surfaces, weather conditions, wildlife, plants, insects, outdoor hazards, and the actions of other guests.
2. I agree to release, waive, discharge, and hold harmless the Fort Worth Botanic Garden, the Botanical Research Institute of Texas, the City of Fort Worth, and each of their respective officers, directors, employees, volunteers, agents, and affiliates from any and all claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or relating to my participation in Garden activities or presence on Garden property, including claims for personal injury, illness, death, or property damage, except to the extent caused by gross negligence or willful misconduct where such release is prohibited by applicable law.
3. I acknowledge that I am responsible for determining whether I am physically capable of safely participating in any class, program, or activity and agree to participate at my own risk.
4. If I am purchasing on behalf of a minor, I certify that I am the minor's parent or legal guardian and consent to the minor's participation. To the fullest extent permitted by law, I assume responsibility for the minor and agree to the terms of this Release on the minor's behalf.
5. I understand that memberships, admissions, class registrations, and donations are subject to the Garden's published policies regarding cancellations, refunds, transfers, and event changes.

By completing this transaction, I acknowledge that I have read, understand, and voluntarily agree to the terms of this Release of Liability and Assumption of Risk.