

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA)

EVENT PARTICIPANT AGREEMENT AND RELEASE

The New England Chapter ISA tree climbing championship is covered under the International Society of Arboriculture and as such is identified as an ISA Event.

You must read, accept, and sign this Agreement before participating in the *New England Chapter ISA Tree Climbing Championship* or the Certified Treeworker Examination.

In consideration of being permitted to participate in the *New England Chapter ISA Tree Climbing Championship* or the ISA Certified Treeworker Examination (CTE) (the ISA Event) conducted and/or hosted by the sponsoring ISA component(s), I understand and agree that:

1. **Risk of Injury:** Risk of serious bodily harm, injury, paralysis, or death, as well as damage to my equipment and personal property, may occur with respect to my participation in the ISA Event, including, but not limited to, activities related to climbing, aerial lifts, the use of equipment and facilities, officiating, and proctoring.
2. **Assumption of Risk:** I accept and assume the risks, known and unknown, related to my participation in the ISA Event, including, but not limited to, injury or damage arising from, or related to, the negligence or actions of ISA, the sponsoring ISA component(s), and other parties.
3. **No Physical or Medical Limitation:** I am unaware of any disease, injury, or any other physical or medical condition that would impair or limit my ability to participate in the ISA Event. I understand that ISA encourages all participants to maintain appropriate health insurance throughout their participation in the ISA Event because of the risks of serious injury.
4. **Release of Claims:** I release and discharge ISA and the sponsoring ISA component(s), their officers, directors, members, employees, volunteers, representatives, and respective successors and assigns (Releasees) from and against any present and future loss, damage, action, liability, or claim (claims), known or unknown, relating to or arising from my participation in, or association with, the ISA Event.
5. **Indemnification of Releases:** I will indemnify, defend, and hold the Releasees harmless from and against any loss, damage, claim, demand, action, judgment, fine, penalty, or liability, including costs and attorney fees, incurred by the Releasees resulting from, arising out of, or related to my participation, involvement, or association with, the ISA Event.
6. **Insurance:** I understand that ISA strongly advises all ISA Event participants to maintain personal health insurance throughout their participation in any ISA Event. ISA has also advised that it currently maintains a supplemental medical insurance policy on behalf of participants in ISA Events conducted in the United States and Canada. This supplemental medical insurance policy may provide a benefit up to \$50,000 (USD) for medical costs associated with an injury sustained during participation in an ISA Event. I further understand and agree that this medical insurance policy is: (a) applicable only to ISA Events that occur in the United States and Canada; (b) conditioned on my compliance with, and satisfaction of, the terms and conditions of all Agreements between ISA and the insurance carrier, and the insurance policy; (c) supplemental and secondary to my own personal health insurance; and, (d) limited only to eligible costs in excess of my personal insurance benefits, and may not apply to co-pays, deductibles, and other insurance costs. I further understand and agree that ISA does not covenant, agree, or promise to continue to provide the supplemental medical insurance policy, and it may cancel such policy at any time.
7. **Compliance with Event Rules:** I will comply with and abide by: all rules and regulations issued, adopted, published, or otherwise issued by ISA or the sponsoring ISA component(s) related to the ISA Event, including, but not limited to, the ISA ITCC Rule Book; and, all instructions, rulings, and directions of ISA Event officials and personnel.

8. **No Employer Objection:** If required by my employer, I have informed my employer of my participation in the ISA Event, and my employer has not objected to such participation.
9. **Agreement Term:** This Participant Agreement and Release will remain valid for twelve (12) months from the date I have signed below, and applies to all ISA Events during that period, or until such time as I expressly revoked the Agreement in writing delivered to the ISA. I understand that I will not be permitted to participate in any ISA Event upon revocation of this Participant Agreement and Release.
10. **Governing Law:** This Participant Agreement and Release will be governed by and construed in accordance with the laws of the State of Illinois, Massachusetts and Rhode Island. To the extent permitted by governing law, I hereby waive any applicable law, rule, or regulation that would invalidate or otherwise limit any term of this Participant Agreement. If any court of competent jurisdiction determines any term in this Participant Agreement to be invalid or unenforceable to any extent, such term(s) shall be severed and the remaining terms of this Participant Agreement shall remain in full force and effect.
11. **Parties:** All of the terms of this Participant Agreement and Release, apply to, and bind, me and my heirs, assigns, personal representatives, and executors.

I have read and understand the terms and conditions of this ISA Event Participant Agreement and Release. By checking the box below labeled "I AGREE," I hereby accept and agree to all such terms, and affirm that I am 18 years of age or older. I understand that I am voluntarily giving up legal rights by accepting this Agreement and Release.

Participant Name: _____ Participant Address: _____ _____ Signature: _____

I Agree Date: _____

For Parent/Guardian of Participants Under 18 Years of Age

I hereby certify that, as the parent or guardian of the minor Participant, I consent and agree to the terms of this Participant Agreement and Release for the minor Participant and myself, my heirs, assigns, and next of kin. I hereby release and agree to indemnify and hold harmless the Releasees from any liabilities incident to my minor child's participation in, or involvement with, the ISA Event, even if arising from the negligence of the Releasees.

Minor Participant Name: _____ Parent/Guardian Name: _____ Parent/Guardian Address: _____ _____ Parent/Guardian Signature: _____
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I Agree Date: _____

NOTICE TO ISA EVENT PARTICIPANTS

REQUIRED EMERGENCY CONTACT AND HEALTH INSURANCE INFORMATION

The New England Chapter ISA tree climbing championship is covered under the International Society of Arboriculture and as such is identified below as an ISA Event.

The International Society of Arboriculture (ISA) strongly advises all ISA Event participants to have comprehensive, personal health (medical) insurance throughout their participation in ISA Events, including the *New England Chapter ISA Tree Climbing Championship* and the ISA Certified Tree Worker examination. ISA also strongly recommends that ISA Event participants have disability insurance coverage. Participants should confirm that their insurance plan(s) covers medical expenses in the event of an injury during an ISA Event, including certain events that are conducted outside of the participant's home country.

Participants should have their personal health (medical) insurance information, including the insurance provider and policy number, readily available during the ISA Event in case of emergency. Participants should also provide that insurance information to the emergency contact they list below.

As stated in the required ISA Event Participant Agreement and Release that all participants must accept, ISA currently maintains a supplemental medical insurance policy (the ISA Climbers Event Policy) on behalf of participants in ISA Events conducted in the United States and Canada. The ISA Climbers Event Policy is a supplemental and secondary insurance plan, and is not intended to replace the personal health and disability insurance policies of an ISA Event participant.

In summary, the ISA Climbers Event Policy includes the following benefits and limitations:

- The policy is applicable only to ISA Events conducted in the United States and Canada.
- The policy may pay up to \$50,000 in covered medical costs not paid by the ISA Event participant's primary health insurance plans.
- The policy may not pay for co-pays, deductibles, and other costs required by the participant's primary health insurance policy.
- The participant must satisfy all requirements of the policy and the insurance company that issues the ISA Climber Event Policy.

ISA Event participants may contact ISA at itcc@isa-arbor.com for additional information regarding the ISA Climbers Event Policy.

Each ISA Event participant must complete the following emergency contact information, and submit the completed form to the *New England Chapter ISA* at: heather@newenglandisa.org or Address Below

Participant Name: _____

Emergency Contact Name: _____

Emergency Contact Phone Number(s): _____

This form must be submitted to the *New England Chapter ISA* at least 1 day before the Event. *New England Chapter ISA* will keep the information provided on this completed form for one year and will use the information only in the event of emergency involving the participant during an ISA Event.