

# **TERMS OF USE AND LIABILITY WAIVER**

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The New Mexico Mycological Society is a New Mexico non-profit organization, and may also be referred to in this document as "NMMS" or the "Society".

In consideration of the permission granted to me by the Society to connect to its website, and/or participate in any activity or event sponsored by the Society, I freely affirm and acknowledge all of the following:

- The consumption of wild fungi is widely recognized as an inherently dangerous activity that can result in serious illness, permanent disability, or death.
- Even mushrooms that are well known to be non-toxic for the great majority of people can potentially cause allergic reactions and other idiosyncratic symptoms in certain susceptible individuals. These symptoms may be caused or worsened by undercooking, overindulgence, or by drinking alcohol. Every person should cautiously test their own tolerance for unfamiliar species of wild mushrooms.
- Collecting wild mushrooms commonly involves strenuous physical exertion in rugged, high-altitude wilderness locations, and entails many known and unknown risks to human health and life. By way of example only, these risks include but are not limited to slips and falls; weather-related hazards such as heat stroke, hypothermia, exposure, and lightning strike; infectious diseases; rockfall or avalanche; altitude sickness; allergic reactions; drowning; penetrating or lacerating injuries from tools, cactus spines, branches, or other features of the local flora and terrain; and insect bites and stings, snakebites, and other wild animal attacks.
- These serious injuries or illnesses may occur in areas remote from medical care, and the availability of emergency medical services or emergency transportation to medical facilities cannot be assured.

## **WAIVER OF LIABILITY AND INDEMNIFICATION**

I attest that I am an adult of sound mind. Acting for myself, for any minor child and/or ward of mine specified below, and for my heirs, personal representatives, executors, assigns, and guardian ad litem, I recognize these and all other known and unknown dangers, and voluntarily assume these and all other known and unknown risks in connection with participation in any foray, tour, fair, tasting, class, meeting, workshop, dinner, or any and all other activities or events sponsored by the New Mexico Mycological Society. Moreover, such activities and events are specifically understood to include reading the NMMS web site and other publications, as well as consulting Society members, directors, officers, employees, or other agents, and using the information obtained thereby to assist in mushroom identification and preparation for consumption.

I agree not to make a claim against, sue, or attach the property of the New Mexico Mycological Society, and/or its directors, officers, employees, members, and other agents for injury, damage, or loss of income resulting from their negligence (except gross negligence) or other acts or omissions, howsoever caused, arising from participation in or presence at such activity or event, including while traveling to and from the event site.

I further agree to indemnify and defend and hold harmless the Society and/or its directors, officers, employees, members, and other agents from any and all claims and liabilities for injury or death of myself and/or my child or ward, and for damage to or loss or destruction of any property belonging to myself and/or my child or ward, arising from my/our participation in or presence at the activity, including during travel to or from any NMMS event site, whether or not arising from the negligence (except gross negligence) or other acts or omissions of the Society or its agents.

I further agree that all the terms of this release and indemnification shall extend to and protect the owner and/or lessee of any real property, public or private, that is used to host an NMMS event or activity.

I further agree that all the terms of this release and indemnification shall also extend to and protect the North American Mycological Association, as well as any visiting mycologist, chef, lecturer, instructor, guide, or other outside expert that may be sponsored, invited, recognized, engaged, or employed by the Society during a NMMS event or activity.

I acknowledge that unless otherwise specified, the material posted in the discussion forums and blogs on this website is the personal opinion of the individual making each post or comment, rather than the official position of the New Mexico Mycological Society or its board of directors, officers, employees, collective membership, website editor, or any other individual or organization.

If I am registering a family member or other guest for a NMMS event or activity, I hereby attest that I have notified him or her of this waiver, and received his or her agreement to all of its terms; and I agree to indemnify and hold harmless the Society and all its directors, officers, members, employees, and other agents for any liability proceeding from my failure to make such notification and receive such agreement.

I agree that the Society retains rights to use photos taken at our events, including photos of event participants. Photos may be posted to social media or used for internal or external publications.

## **MEDICAL**

I certify that to the best of my knowledge and belief, I am in good health and able to tolerate the ingestion of edible wild mushrooms and the physical exertions required to collect them. I am not aware of any physical, psychological, or medical condition that might endanger me or other participants in any NMMS activity or event. If I require any prescribed medication, I agree to carry sufficient supplies of such medication with me throughout my participation in such activity or event.

In case of illness or accident while I am participating in any NMMS event, when I am unable to communicate otherwise, permission is granted for emergency transport to be requested and emergency treatment to be administered. It is further understood and agreed that I will assume full responsibility for any such action, including payment of all costs incurred on my behalf.

## **SPECIMEN IDENTIFICATION AND CULINARY CONSUMPTION**

I agree that the material on the NMMS web site and in other NMMS publications is presented for general informational and educational purposes only, and under no circumstances is to be considered a substitute for identification of an actual biological specimen by a person qualified to make that judgment.

I understand that I may share or exchange my own mushrooms with other Members, or request a chef, cook, or instructor at a Society-sponsored event to prepare my own mushrooms if he or she is willing; but I agree that any such sharing, trading, preparation and/or consumption of personally-provided mushrooms at NMMS events is done at the sole risk of myself and any other individual members involved in the exchange, and no liability for adverse outcomes of these activities shall attach to the NMMS, nor to any chef, cook, instructor, or other expert that may be employed, sponsored, engaged, invited, or recognized by the Society, nor to any restaurant or other facility where the NMMS may hold its events, nor to the North American Mycological Association or any other co-sponsor, host organization, or partner organization affiliated with the event.

## **RIDE SHARING**

I agree that if I make arrangements to ride-share or foray with other Members of the NMMS, all of the inherent and obvious risks of traveling with strangers to remote and isolated areas are mine alone. I understand that membership in the Society is open to the general public, and the NMMS does not perform any advance checking of the criminal history, background, or moral character of any of its members. I agree that no liability shall attach to the NMMS or its agents, directors, officers, employees or members for torts or criminal acts committed by individual Members while at NMMS events or traveling to or from them.

## **CITIZENSHIP**

I agree that I will not use the NMMS web site or NMMS activities for trafficking in illegal species of hallucinogenic fungi or other contraband, nor any discussions or demonstrations of techniques intended primarily for illicit cultivation of illegal fungal species, nor engage in any other illegal or (in the sole judgment of the NMMS Board of Directors) undesirable activity pertaining to these species.

I agree not to use the NMMS web site or NMMS events or activities for the commercial harvesting, purchase or sale of wild edible mushrooms, except that members with a disability or other bona fide hardship preventing them from participating in forays may request to buy mushrooms from other members in quantities appropriate to personal use.

I agree not to post anything on the NMMS web site, nor to engage in speech or conduct at any NMMS activity or event, that is (in the sole judgment of the NMMS Board of Directors) abusive, harassing, threatening, racist, sexist, obscene, illegal, flagrantly or persistently off-topic or disruptive, or offering goods or services for sale that are unrelated to the purposes of this Society.

If I bring a pet to a foray or other event where pets are permitted, I agree to keep it leashed or otherwise under reliable, continuous control. I accept all liability, and indemnify and defend and hold harmless the Society and all its agents, officers, members, and affiliates, for any injuries caused by my pet. I understand that aggressive, uncontrollable, or otherwise unsuitable pets may not be permitted to take part in Society events, at the sole discretion of the foray Chair, event host, or other Society official(s) in charge of the event.

We respectfully request that you not bring a firearm or another weapon (except for mushroom collecting knives) to a Society event or activity.

## **SUSPENSION AND EXPULSION**

I agree that repeated or egregious violations of these terms may result in temporary suspension or permanent loss of membership in the Society, as well as loss of posting privileges on the Society website, and could result in referral to law enforcement authorities if warranted.

## **ELECTRONIC AGREEMENT EQUIVALENT TO SIGNED WRITTEN AGREEMENT**

I agree that my electronic acknowledgement of the terms of this document shall be considered equivalent in law to physically signing a printed copy of this document. I further agree that any continued on-line connection to the NMMS web site, after I have been notified that this document is a mandatory contract governing the terms of usage for my connection to this site, shall be considered equivalent in law to affirmatively taking action to electronically or physically sign this document.

I further agree that if for any reason I cannot electronically sign and agree to the terms of this document on behalf of myself or my minor child or ward prior to taking part in a Society event, I must print and sign a paper copy of this document and deliver it to the event organizer or captain before I/we will be allowed to participate.

*[Please sign WRITTEN ACKNOWLEDGEMENT on following page]*

## WRITTEN ACKNOWLEDGEMENT

*(For use if time or technological capabilities do not permit electronic acknowledgment of and agreement to these terms.)*

**I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ALL OF ITS CONTENTS AND LEGAL EFFECT. I AGREE THAT THIS RELEASE IS CONTRACTUALLY BINDING, AND I SIGN IT OF MY OWN FREE WILL.**

|                   |           |       |       |
|-------------------|-----------|-------|-------|
| _____             | _____     | _____ | _____ |
| Print Name        | Signature | Date  |       |
| _____             | _____     | _____ | _____ |
| Street Address    | City      | State | Zip   |
| _____             | _____     | _____ | _____ |
| Emergency Contact | Phone     |       |       |

**Parent or Guardian of a minor** (if participant is under 18 years of age):

I, as a parent or guardian of the minor named below give my permission to my child or ward to participate in this Activity, and also agree, individually and on behalf of my child or ward, to all the terms of this Agreement.

|                     |                              |       |
|---------------------|------------------------------|-------|
| _____               | _____                        | _____ |
| Print Name of minor | Signature of parent/guardian | Date  |
| _____               | _____                        | _____ |
| Print Name of minor | Signature of parent/guardian | Date  |
| _____               | _____                        | _____ |
| Print Name of minor | Signature of parent/guardian | Date  |