

# DUBUQUE ARBORETUM AND BOTANICAL GARDENS

## Photography & Videography Policy

### RELEASE AND WAIVER OF LIABILITY OF THE DUBUQUE ARBORETUM AND BOTANICAL GARDENS

I hereby acknowledge that my participation in any activities on the property of the Dubuque Arboretum and Botanical Gardens (hereafter the “Arboretum”), including but not limited to any photography and/or videography activities, and all related activities associated with such participation (hereafter the “Activities”) is completely voluntary.

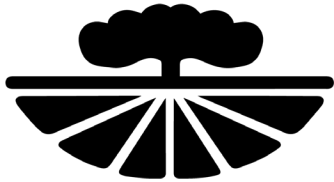
I am fully aware that all Activities on my part, or my participation therein, may involve risks and dangers of injury to my person or property. These risks include but are not limited to the following: equipment failure and/or malfunction of my own or other’s equipment; my own negligence and/or the negligence of others; attack or encounter with any insects or animals; and exposure to the elements. In addition to physical injury, I am fully aware that the Activities may involve risks and dangers of financial injury and loss. I am further aware that such risks of physical and financial injury exist with respect to my participation in any Activities. Despite such risks of injury involved in any such Activities, I freely and voluntarily choose to be involved, assuming all risks of injury.

Because I understand and assume all risks involved in participation in the Activities, I hereby waive any and all legal or other claims that I, my assignees, heirs, distributees, guardians, legal representatives, and/or successors may have against the owners, shareholders, operators, directors, officers, partners, employees, volunteers, representatives, lessees and assigns or other agents of the Arboretum (the “Released Parties”); together with their employees and representatives, for any all injuries that I incur as a result of my participation in the Activities. Such risk of injury that I am knowingly and voluntarily assuming, and for which I am releasing liability, may result from the negligence of a Released Party; my own negligence, or the negligence of any third party while I am participating in the Activities.

I acknowledge that this Release and Waiver of Liability is being relied upon by the Released Parties and allows me to participate in the Activities occurring on the property of the Arboretum. If any of my minor children participate in any such activity as described herein, I, as a parent and/or guardian of such minor child, hereby give my permission for such child to participate and hereby release the Released Parties from and against any and all claims, demands or actions that may be brought against the Released Parties by myself, my child, or anyone in or on his or her behalf, all as if the such child were an adult and had separately executed this Release and Waiver of Liability.

If you have any questions, please submit an email through the contact page on our website or call the office.

563-556-2100 – [dubuquearboretum.net](http://dubuquearboretum.net)  
3800 Arboretum Drive – Dubuque, Iowa 52001  
11/16/22



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Additionally, with the agreement of the Photography & Videography Policy, the photographer/videographer and clients are required to abide by the following ground rules and guidelines at the Arboretum.

1. Flowers, plants, and trees may not be taken or damaged.
2. Surveillance cameras are in use in the buildings and on the grounds.
3. Service dogs are welcome, but all other pets should be left at home.
4. The use of tobacco or illegal drugs is prohibited in the buildings and on the grounds.
5. Alcohol is permitted, but moderation should be kept in mind.
6. Parents or guardians are responsible for supervising children.
7. It is not safe to climb trees, throw rocks, or play in water features.
8. Skateboards, rollerblades, scooters, and hoverboards are not allowed. Bicycles may not be ridden on the walking paths.
9. Drone flights require prior approval.
10. Feed the fish from the bridge only, with fish food purchased from the gift shop.
11. Respect the serenity of the gardens and others around you.
12. All visitors enjoy the facilities and grounds at their own risk and release the Dubuque Arboretum & Botanical Gardens staff and volunteers from any and all claims of loss, damage, or injury incurred while visiting or holding a photography or videography session on our grounds.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND THE RELEASED PARTIES AND AGREE TO IT WITH THE SUBMISSION OF MY PHOTOGRAPHY OR VIDEOGRAPHY PASS AT MY OWN FREE WILL (AND ON BEHALF OF MY PARTICIPATING MINOR CHILD, IF APPLICABLE).

Thank you for choosing the Dubuque Arboretum & Botanical Gardens for your photography or videography session, enjoy our beautiful grounds!

If you have any questions, please submit an email through the contact page on our website or call the office.

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