

ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY

In consideration of being allowed to participate in Outings & Adventures (hereinafter "O&A") events involving physical activities and/or being provided with recreational equipment or services, for myself, and for my heirs, personal representatives or assigns:

1. Acknowledgement of Risks: I acknowledge that some, but not all, of the risks of participating in the physical activity include: (1) changing water flow, tides, currents, wave action, and ships' wake, (2) collision with any of the following: other participants, sporting equipment I am using, sporting equipment of others, natural objects or life forms, and manmade objects; (3) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature, and other acts of nature; (4) my physical mobility, coordination, perception, and balance, and my ability to follow directions, swim, hike, paddle, skate, ride, or operate equipment; (5) collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) the presence of insects, reptiles, birds, marine life forms, or other life forms; (7) equipment failure or operator error; (8) heat or sun related injuries or sunburn, sunstroke or dehydration; (9) fatigue, chill, and/or dizziness which may diminish my reaction time and increase risk of an accident. I further understand that O&A events may be physically strenuous and I voluntarily participate in them with full knowledge that there is risk of personal injury, property loss, or death. I also understand that before participating in any events involving physical activity, it is my responsibility to consult my physician.

2. Express Assignment of Risk and Responsibility: I agree to assume responsibility for all the risks of the activity, whether identified above or not, even those risks arising out of the negligence of the Releases named below. My participation in the activity is purely voluntary. I assume full responsibility for myself, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I participate in the activity even if caused, in whole or in part, by the negligence of the participants named below. I further understand that I am liable for any damages that arise out of my participation in the event or my use of any of the equipment provided, and that I may be responsible for total replacement cost of said equipment. I agree to comply with all state and federal laws and any other regulations or rules pertaining to the operation of such equipment and to the use of the venues, facilities, or property involved in the events.

3. Release: I hereby voluntarily release, waive, discharge, hold harmless, defend, and indemnify O&A, its owners, principals, directors, officers, agents, employees, volunteers, and their insurers, (collectively "Releases") from any and all claims, actions, losses, or liability arising from injury or damage (including death) to me and other persons, property damage, loss of services, or otherwise which may arise as a result of my participation in the activity even if caused by the negligence of any of the Releases named above, or any other person. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, principals, directors, officers, agents, employees, and volunteers of O&A.

In signing below I also agree that O&A is in no way responsible for the safekeeping of my personal belongings while I participate in their events. I also agree to permit the use of any photos, slides, films, or sketches taken during the event for publicity, advertising, promotion or other commercial purpose.

I have read this Assumption and Acknowledgment of Risks and Release of Liability Agreement. I understand that by signing below, I am waiving valuable legal rights, including any and all rights I may have against the Releases named above.

Participant's signature: _____ Date: _____

Participant's printed name: _____ Age: _____

Participant's cell ph: _____ Email: _____

Emergency contact: _____ ph: _____