



## Outdoor Adventures, LLC

Participant's Acknowledgement of Risks, Assumption of Risk & Responsibility, and Release of Liability

Trip: \_\_\_\_\_

Location: \_\_\_\_\_

You must **READ, COMPLETE, and SIGN** this form in order to participate.

**Incomplete or missing information and/or signatures will prevent participation.**

### Your Responsibilities:

**Medical Considerations:** If you have any medical or psychological conditions, it is very important you let us know well before departure so that we can make extra arrangements if necessary. *Trip leaders have the right to disqualify anyone at any time during the trip if they feel the trip member is mentally or physically incapable to continue and/or if a trip member's continued participation jeopardizes the groups or his/her own safety.* Under these circumstances refunds are not given. Outdoor Adventures is not a medical facility and therefore has no responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation. Hospital facilities for serious problems are often unavailable, and evacuation can be prolonged, difficult and expensive. Outdoor Adventures assumes no liability regarding provision of medical care. By signing the Liability Release and Assumption of Risk Agreement, you agree to pay for emergency evacuation and emergency medical care. *Outdoor Adventures reserves the right to decline to accept or retain any person as a tour participant should such person's behavior, health or mental condition impede the operation of the trip.*

**Your Obligations as a Trip Participant** By participating in an Outdoor Adventures trip, class or program you assume certain obligations to Outdoor Adventures and the other participants. It is your responsibility to:

- Select a trip/class that is appropriate to your interests and abilities and prepare for the trip/class by familiarizing yourself with the itinerary
- Bring appropriate equipment and clothing as advised by Outdoor Adventures
- Follow considerate social behavior with other participants
- Respect the areas we visit by using environmentally safe products and practices, staying on established routes of travel, and not littering

### OUR LEGAL LIMITATIONS — PLEASE READ CAREFULLY

Outdoor Adventures may contract with independent contractors to provide transportation, guide services and/or other related travel services. We assume no responsibility, however caused, for injury, loss or damage to person or property in connection with any service provided by an independent contractor or resulting directly from the following: - acts of God - detention annoyance - terrorism - thefts - pilferage - force majeure - civil disturbances - government restrictions or regulations - strikes - delays and expenses arising from quarantine - failure of any means of conveyance to arrive or depart as scheduled - discrepancies or change in transit or lodging services over which we have no control. *We reserve the right to make reasonable changes in the itinerary where deemed advisable for the comfort and well-being of trip/class members.* By advancing deposit to Outdoor Adventures, the depositor thereby agrees to be bound by the above terms and conditions.

### Release of Liability, Assumption of Risk and Indemnification Agreement

1. TRIP AND ASSOCIATED RISKS - I have chosen to participate in the above referenced trip or class (hereinafter referred to as "the Trip"), which is organized by Outdoor Adventures, LLC doing business as Outdoor Adventures, Outdoor Adventure Center, Adventure Rafting Company (hereinafter referred to collectively as "OA"). I understand that:

- The Trip involves activities that are inherently hazardous;
- During the Trip, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Trip and, where available, may be expensive; and
- Outdoor Adventures assumes no responsibility for providing medical care during the Trip, and I will have to pay for any medical care and/or evacuation costs that I incur. In consideration of the permission to participate in the Trip, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS - I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in the Trip-including any risks caused by the negligence of Outdoor Adventures, its employees and officers, its contractors, and other trip participants.

3. RELEASE OF LIABILITY - I hereby RELEASE Outdoor Adventures, its employees, officers, directors, vendors and contractors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Trip or in any way related to the Trip. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occurs on the Trip.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE - I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Trip. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. OTHER FORMS & TERMS - I have carefully read Outdoor Adventures' Reservation Information and have familiarized myself with all of the information provided to me about the Trip and its rating. I agree to all of the conditions in the Reservation Information- including the sections about my responsibilities and about Outdoor Adventures' legal limitations. I acknowledge that Outdoor Adventures has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Trip.

6. SEVERABILITY - I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES - This agreement is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Trip shall be brought only in the Superior Court of Snohomish County, Washington, or in the U.S. District Court for the Western District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**AUTHORIZATION FOR MEDICAL CARE:** In case of medical emergency, I hereby authorize any medical treatment deemed necessary. I give OA permission to hospitalize, secure proper treatment for, and/or to order injection, anesthesia or surgery for myself and/or the minor named herein.

**PUBLICITY RELEASE:** By participating in or attending any activity in connection with this Trip or program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

**DRUG AND ALCOHOL POLICY:** I acknowledge that OA has a **Zero Tolerance drug and alcohol policy** and I certify that I have not consumed drugs or alcohol within six hours of this trip, and I will not do so while participating in this trip.

**PARTICIPANT'S Medical Information**

**Have you previously or do you currently have:**

**(Circle Yes or No)**

- YES NO Low or high blood pressure
- YES NO Asthma (Do you carry an inhaler? YES / NO)
- YES NO Back problems (please describe in the space provided)
- YES NO Knee problems (please describe in the space provided)
- YES NO Dizziness, fainting spells
- YES NO Severe abdominal or menstrual cramps
- YES NO Emotional impairment or disability
- YES NO Immunizations current?
- YES NO Thyroid trouble
- YES NO Epilepsy or convulsions
- YES NO ADD or ADHD (Please Circle)
- YES NO Are you currently pregnant?
- YES NO Are you presently using any medicines, alcohol, or drugs? Please List: \_\_\_\_\_

**Additional Information:**

Doctor's Note Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

YES NO Heart Problems (List: \_\_\_\_\_)

YES NO Allergies (drugs, bees... \_\_\_\_\_)

YES NO Recent sprains, fractures, or dislocations: \_\_\_\_\_

YES NO Diabetes (Type/Treatment: \_\_\_\_\_)

YES NO Current communicable diseases: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Height: \_\_\_\_\_ Sex: Male / Female Weight: \_\_\_\_\_ lbs.

Dietary Restrictions/Food Allergies: Vegetarian / Vegan / Gluten-Free / Other: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

Doctor: \_\_\_\_\_ City: \_\_\_\_\_ Phone: \_\_\_\_\_

**I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.**

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Circle One: Swimmer / Non-Swimmer

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**Emergency Contact: (not present)** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**IF PARTICIPANT IS A MINOR, SIGNATURE OF PARENT OR GUARDIAN IS ALSO REQUIRED:** In consideration of my minor child's being permitted to participate in the Trip, I accept and agree to the full contents of this agreement. I understand that I am responsible for and I accept the responsibility for the supervision throughout the duration of the Trip of any minor traveling in my care. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to my minor child during the Trip or in any way related to the Trip. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

Mother/Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #1: ( ) #2: ( )

Email: \_\_\_\_\_

Married to Child's other parent  Child lives with me  I have sole custody  I have joint custody

Father/Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone #1: ( ) #2: ( )

Email: \_\_\_\_\_

Married to Child's other parent  Child lives with me  I have sole custody  I have joint custody