

218-235-1994 womenswildernessdiscovery.com

PARTICIPATION AGREEMENT

Waiver & Release of Liability

~ PLEASE READ BEFORE SIGNING ~

In consideration of Women's Wilderness Discovery furnishing services and equipment to enable me to participate in Canoeing, Camping, Hiking, Swimming, or Cross-Country Skiing, I hereby agree to release and discharge from liability arising from negligence Women's Wilderness Discovery and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I fully understand and acknowledge that outdoor recreational activities have inherent risks which could result in physical or emotional injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. I further understand that I am responsible for any damage done to equipment. My participation in this activity is purely voluntary and I elect to participate despite the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I permit the use of any photos, slides, films, or likeness taken during this Women's Wilderness Discovery trip for publicity, advertising, promotion or other commercial purpose.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

| Print Name | Signature | Age | Today's Date |
|------------|-----------|-------|--------------|
| Address | City | State | Zip Code |
| Phone | Email | | |