



OUT There Adventures  
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## Risk Release Form

### Participant Agreement & Assumption of Risk Release

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18 Name of Guardian: \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

In consideration of being allowed to participate with OUT There Adventures (OTA) program, its related events and activities, I (print name) \_\_\_\_\_, the undersigned, acknowledge, and agree that:

1. Sea kayaking, backpacking/hiking, camping, and all associated activities are inherently dangerous, and not all risks are foreseeable. Risks can include weather, falling objects, falls, slips, animal and insect bites, equipment failure, inappropriate techniques, rock fall, loose rock, physical exhaustion, etc. This does not include all possible risks associated with outdoor adventure activities nor is it possible for OTA to identify all risks.

Initials: \_\_\_\_\_

2. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist and cannot be totally eliminated by OTA.

Initials: \_\_\_\_\_

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

Initials: \_\_\_\_\_

4. I willingly agree to comply with stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and notify the company immediately.

Initials: \_\_\_\_\_

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS OUT There Adventures, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners of the premises used for the activity, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY associated with my presence or participation, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

Initials: \_\_\_\_\_

6. I recognize that the use of drugs or alcohol that impair my ability while participating with OUT There Adventures is inherently dangerous. At no time during any activity with OUT There Adventures will any participant be under the influence of drugs or alcohol or take any substance that may otherwise impair your ability to function at a normal and reasonable level. OUT There Adventures reserves the right to terminate activities if the participant is under the influence.

Initials: \_\_\_\_\_

I have read this release of liability and assumption of risk agreement, fully understanding its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

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

#### FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORS

(Under 18 at time of registration) This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to their release as provided above of all the releases, and for myself, my child, and our heirs, assigns, and next of kind, I release and agree to indemnify and hold harmless the releases from any and all liabilities related to my child's involvement in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Date: \_\_\_\_\_ Parent/Guardian's Signature: \_\_\_\_\_