

Release of Liability Acknowledgement of Risks & Acceptance of Responsibility



I realize that adventure sports such as mountain biking, rock climbing, spelunking, backpacking, camping, hiking in mountainous terrain, and water sports entail a large degree of inherent and unanticipated risks and hazards that could result in physical or emotional injury, paralysis, death, or damage to me or my child. I understand that I can "opt out" of any activity I am not comfortable with, but it is my responsibility to make my request known and honored. I am voluntarily participating in these activities and hereby agree to accept any and all risks of personal injury, property damage or death, whether caused by the negligence of Adventures Beyond, Inc., its directors, owners, associates, employees, or assigns, whether paid or volunteer (all of which are collectively described as "AB" throughout the remainder of this contract) or occurring because of some other cause. **AB** will not accept responsibility for injuries sustained during, or traveling to or from an event/adventure.

I, my executors or other representatives, waive and release all rights and claims for damages that my child or I may have against **AB**. I fully understand that **AB** personnel are not physicians or medical practitioners of any kind. I realize the trips take place in remote places, subject to the forces of nature, without medical facilities and involve risks of accidents, illnesses, serious injuries, and death. I consent for **AB** to render temporary first aid to myself, or my child, in the event of any injury or illness, and if deemed necessary to call a doctor and to seek medical help, including transportation to any health care facility or hospital, or the calling of an ambulance should **AB** deem this to be necessary.

By signing this liability waiver I agree to indemnify and save harmless **AB** from any and all liability, actions, causes of actions, costs, claims, demands and damages, whether caused by my negligence, my concurrent negligence or by the sole negligence of **AB**. I agree that if I bring any action out of my participation in the activities referred to herein, I agree to pay **AB**'s costs and reasonable attorney's fees. This is a legal document and is admissible as evidence in a court of law. If any part of this contract is held by a court of law to be unenforceable, the rest of it shall survive. I also give **AB** permission and the absolute and irrevocable right to use any and all photographs/videos taken during trips. I also affirm that I now have and will continue to provide adequate and proper hospitalization, health and accident insurance coverage. In consideration of me or my child being permitted by **AB** to participate in its activities and to use their equipment, I further agree to indemnify and hold harmless **AB** and associates from any and all claims which are brought by, or on behalf of my child.

WITH THE ABOVE IN MIND, AND BEING FULLY AWARE OF THE RISKS AND POSSIBILITY OF INJURY INVOLVED, I CONSENT TO HAVE MYSELF, MY CHILD OR CHILDREN PARTICIPATE IN THE PROGRAMS AND ADVENTURES OFFERED BY ADVENTURES BEYOND, INC. 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 MYSELF AND ADVENTURES BEYOND, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, AND ASSOCIATES. I FURTHER AGREE TO EXPLAIN THE RISKS AND TERMS OF THIS CONTRACT WITH MY CHILD IF THEY ARE PARTICIPATING. I SIGN IT OF MY OWN FREE WILL.

Signature of Client

Date

Signature of Parent or Guardian,
If primary releasor is under the age of 18

Date

Home Phone _____ Work Phone _____ Mobile _____

Emergency Contact _____ Phone _____

Email Address _____

Special Medical Conditions
