

Acknowledgement and Assumption of Risk

I acknowledge that by signing this document, I am releasing Toya Guide Center, Inc. and their respective agents, employees (collectively "Releasees") from any and all liability. This release form is a contract with legal consequences. **PLEASE READ IT CAREFULLY BEFORE SIGNING.**

Activities covered by this document include: hiking, canoeing, kayaking, paddleboarding, camping, snowshoeing, outdoor cooking, photo-shooting, volcano watching, skiing, biking, and any other recreational or educational program offered by Releasees.

ASSUMPTION OF RISK: Outdoor recreation, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care and steps the Releasees have taken to avoid injuries. I acknowledge that the same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. The following describes some, but not all, of those risks.

- Courses and outings may occur in remote places, many kilometers from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use. Attendant risks include loss of control of canoe, kayak, or non-motorized vessels; collision with other participants, equipment, boats, vehicles, natural or man-made obstacles whether obvious or not.
- Travel is by vehicle, snowshoes, skis, foot, canoe, kayak, paddleboard and other means, over unpredictable environments, including: rugged terrain, boulder fields, downed timber, rivers, rapids, lake waves, snow and ice, steep slopes, loose stones, and slippery rocks and surface. Attendant risks include, scrapes, bruises, cuts, broken bones, concussion, submersion in water, falling, drowning, and other usually associated with such travel, including environmental risks. These are only some examples of such risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes or predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without notice and result in unpleasant conditions. Possible injuries and illness include hypothermia, shock, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions. These are only some of the examples of such injuries.
- Activities are conducted indoors and outdoors, day and night. Physical activities include running, paddling, sustained climbing, biking, hiking and repetitive lifting.
- Decisions are made by the instructors, trip leaders and participants based on a variety of perception and evaluations which by their nature are imprecise and subject to reasonable errors in judgement. Misjudgments may pertain to, among other things, a student's or participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Participants, including minors, will have unsupervised free time before, during and after their course or outing. Free time activities are not part of the Releasees' program and are at the sole risk of the participants. The Releasees have no responsibilities for such activities. Staff and volunteers may from time to time provide assistance or even accompany participants in their free time activities, but in doing so, they are acting as private individuals and not for any of the Releasees.

I am aware that this outdoor activity includes risks of personal property damage or loss, bodily injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks both identified herein and not specifically identified. I acknowledge that engaging in this activity may require a degree of skill, fitness level and knowledge different from other activities, and that the staff and volunteers of the Releasees have been available to more fully explain to me the nature, risks, and physical demands associated with this activity. **My participation in this activity is purely voluntary and I elect to participate in spite of and with full knowledge of all inherent risks and all other risks. I personally, knowingly, and voluntarily assume all these risks and all other risks. By signing below, I personally, freely and expressly assume and accept any and all risks of injury, death, property loss, and all other possible losses which might be attributable to Releasees.**

I represent that the Minor identified herein and/or myself are fully physically capable of participating in this activity without causing risks or harm to others or ourselves. Therefore, I accept on behalf of myself and the Minor full liability and responsibility for any and all types of losses suffered by me, the Minor identified herein, and all other persons who suffer loss. Such loss includes those from any and all risks including our own negligence or other wrongful conduct during the participation in this activity.

RELEASE: In consideration for Releasees allowing me to participate in this activity, I (and on behalf of my spouse, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors")) **agree to forever release and discharge the Releasees.** This includes sponsors, event organizers, promoting organizations, property owners, law enforcement agencies, all public entities, and their respective agents, officials, volunteers, management and employees through or by which the activities will be conducted. **I acknowledge and realize that by signing this two page document I am waiving and contractually agreeing to waive all of my rights to sue and/or bring any type of lawsuit for any loss against any of the entities, individuals, and Releasees as set forth above and described herein. I fully understand that this agreement to not bring any type of lawsuit includes claims I might have for the ordinary negligence and/or carelessness of Releasees. My waiver of all rights to sue include those or the Minor as otherwise identified in this document.** This release is for any type of claim, including any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my and/or the Minor's participation in this activity or use of any equipment or facilities, or travel to or return from the activity.

INDEMNIFICATION: I agree to hold harmless, defend, and indemnify Releasees from all defense costs (including attorney fees, court costs and investigative costs) incurred in connection with all claims arising out of property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, the Minor, a family member, my estate; as well as claims of co-participants, rescuers, spectators, or any other person arising from or related to my use of the equipment, facilities, and/or participation in the activity, including claims that the Releasees were negligent.

HEALTH/SAFETY: I agree it is my sole responsibility to be familiar with the Releasees' rules, guidelines, special regulations, and other instructions for the activity. I understand and agree that situations may arise during the activity that may be beyond the immediate control

of the Releasees. I will follow all safety rules, guidelines, applicable laws, and other instructions given. **I will wear required safety equipment, including wearing a PFD at all times while in any watercraft.** I have no physical or medical condition that to my knowledge would endanger others or myself if I participate in this activity, or would interfere with my ability to participate in this activity. I grant Releasees permission to treat me (or the Minor) in case of illness, injury, emergency or accident, including administering first aid, CPR, AED or arranging emergency transport. Should emergency medical service become necessary, I understand that the expense are my responsibility and not that of the Releasees. **Personal medical and travel insurance is strongly advised for all participants.**

PHOTO WAIVER: I hereby grant full permission for Toya Guide Center and respective agents, boards, commissions, and any other involved parties of the foregoing to take and use photographs, video, film, or any other record of this activity, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise. I waive any right of privacy, publicity, compensation, copyright or other rights to those images.

SEVERABILITY: Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Participant's Name including minor participant (print): _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Phone: (_____) - _____ **Email:** _____ **Male / Female / Other (circle)**

***Ethnicity (optional)** _____ **Date of Birth including minor participants:** _____

*Toya Guide Center captures this data for reporting purpose so we can better serve the community.

Emergency Contact: _____ **Phone:** (_____) - _____

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, ACCEPT ALL ITS PROVISIONS, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

Signature of Participant: _____ **Today's date:** _____

Consent and Release of Parent or Guardian (Only to be filled out for participants under the age of 18)

I am the parent or guardian of _____ the Minor identified herein. The minor is fit for this activity and consent to the minor's participation. Inconsideration of allowing the Minor to participate, I consent to it and agree that ALL OF ITS TERMS SHALL LIKEWISE BIND ME, THE MINOR, my heirs, legal representatives, and assignees. I HEREBY RELEASE THE RELEASEES FROM EVERY AND ALL CLAIMS AND ANY LIABILITY THAT I AND/OR THE MINOR MIGHT ALLEGE AGAINST THE RELEASEES as a direct or indirect result of injury to me or the Minor because of my or the Minor's participation in this activity. THIS IS SO WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of the Minor regarding any claim arising from the Minor's participation in the activity. ON BEHALF OF MYSELF AND MINOR ALSO AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM EVERY POSSIBLE CLAIM AND ANY LIABILITY that might result from our participation.

I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS DOCUMENT.
Initial Here _____ I UNDERSTAND THAT TOYA GUIDE CENTER IS RELYING UPON MY SIGNATURE AND WOULD NOT PERMIT THE MINOR TO PARTICIPATE IN THE ACITIVITIES OF TOYA GUIDE CENTER IF I DID NOT SIGN THIS RELEASE, AND I AM SIGNING THIS RELAESE VOLUNTARILY AND WITHOUT ANY COERCION.

I permit the use of any photos, slides, films, or sketches of the Minor taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

In addition I consent that Toya Guide Center's staff and volunteer trip leaders are authorized to provide first aid and/or obtain or consent to medical care, including emergency room treatment, hospitalization, surgical treatment, and/or other medical care for the Minor.

This agreement is entered into voluntarily, after careful consideration and binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print) _____

Signature of parent or legal guardian: _____ **Today's date:** _____



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