

SURE FOOT ADVENTURES

Name/Description of Activity

Activity Date(s)

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.

In consideration of Sure Foot Adventures (hereinafter referred to as SFA) permitting me to participate in activities which include but are not limited to backpacking, hiking, camping, or any combination of these or similar activities (collectively referred to as a "SFA Trip"), the following waiver of all claims, release from all liability, assumption of all risks, indemnity agreement, agreement not to sue and other terms of this agreement ("SFA Waiver") are entered into by me with and for the benefit of the SFA and the "SFA Personnel."

Express Assumption of Risk Associated with Backpacking, Hiking, and Related Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hiking, backpacking, camping, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including broken bones, head, neck or back injuries, cuts abrasion including the potential for permanent disability and death.
2. Falling, causing broken bones, severe injuries to the head, neck and back which may result in severe impairment or even death.
3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of SFA, including but not limited to operator error.
4. Discharge of weapons in or near the area of activity.
5. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
6. An "act of nature" including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature or other weather conditions.
7. Risks associated with crossing, climbing or down climbing of rock, snow and/or ice.
8. Risks associate with river crossings, fordings or portaging.
9. Possible equipment failure and/or malfunction of my own or other's equipment, which may have been rented, borrowed or personally owned related to the activity.
10. Attack by or encounter with insects, reptiles and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in SFA Trips and related activities, I hereby agree, acknowledge and appreciate that:

1. I assume and accept all the risks and dangers inherent in SFA Trips and the possibility of personal injury, death, property damage or other loss as a result. I agree that, although SFA and the Personnel may take precautions to reduce the risks and increase the safety of SFA trips and to determine whether a particular mountain or other terrain is safe from the risk of avalanche or other hazards, it is not possible for SFA or the Personnel to make these activities completely safe or to predict with complete assurance whether the terrain or activity is safe. I understand there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity, even if SFA or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of any SFA Trip.
2. I **HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named entity: **SURE FOOT ADVENTURES, LLC**.
3. To release SFA, its officers, directors, employees, representatives, agents, and volunteers, and vessels from liability

and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of SFA or otherwise. By executing this document, I agree to hold SFA harmless and indemnify it in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

4. By participating in or attending any activity in connection with this trip, 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.

5. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. If I decide to leave early and not complete the trip as planned, I assume all risks and costs inherent in my decision to leave.

5. By entering into this Agreement, I am not relying on any oral or written representation or statements made by SFA, other than what is set forth in this Agreement.

This release shall be binding to fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

MINOR PARTICIPANT: I, THE MINOR PARTICIPANT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Minor Name (please print)

Minor Date of Birth

Minor Street Address

Minor Email

Minor City, State, Zip

Minor Phone

Minor Signature

Date

PARENT OR GUARDIAN: I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF HIKING, BACKPACKING, AND RELATED ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS SFA FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SFA OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS SFA FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Parent/Guardian Name (please print)

P/G Date of Birth

P/G Street Address

P/G Email

P/G City, State, Zip

P/G Phone

Parent/Guardian Signature

Date