NatureVation Outdoor Adventures – *Innovative Adventures in Nature* (rev. July '17)

READ CAREFULLY

CONSENT AND ACCIDENT WAIVER & RELEASE OF LIABILITY

I acknowledge that these events entail physical activities which may be strenuous and carries with it the potential for serious injury, property loss and even death. The risks are inherent in the activities being undertaken and include, but are not limited to, those caused by terrain, the environment, flora and fauna, facilities, temperature, weather, my own physical condition, equipment, lack of hydration, vehicular traffic, actions of other people including, but not limited to, guides, other participants, volunteers, and/or producers of this event. I hereby assume any and all of the risks of participating in these events in any way. I realize that losses, damages, injuries, liability actions or claims may arise from my own acts or omissions as well as the acts and omissions, negligence, or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically and psychologically fit for the activities of these events and I have not been advised otherwise by a qualified medical professional. _____ (initials)

In consideration of my participation in these events, I also hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns agree to: **(A) Waive, Release and Discharge** from any and all liability for my death, disability, personal injury, emotional distress, property damage, property theft or other claims, losses or damages, of any kind whatsoever, which arise out of this activity, including, without limitation, travel to and from the activity location, *NatureVation*, its directors, officers, employees, volunteers, representatives, contractors and/or agents; and, **(B) Indemnify, Defend, and Hold Harmless** *NatureVation,* its directors, officers, employees, volunteers, representatives, contractors and/or agents against any and all losses, damages, expenses (including legal fees), liabilities or claims made as a result of participation in this tour, except those caused solely by the negligence or willful misconduct of *NatureVation*, its directors, officers, employees, volunteers, representatives, contractors and/or agents, provided however, that liability for any such claims against *NatureVation*, its directors, officers, employees, volunteers, representatives, contractors and/or agents shall be strictly limited to the limits of insurance then carried by *NatureVation*.

I hereby **consent to receive medical treatment** that may be deemed advisable in the event of injury, accident, and/or illness during these events. _____ (initials)

I understand that during these events or related activities, I may be photographed. **I agree to allow my photo, video or film, likeness to be used** for any legitimate purpose by the event leaders and assigns. _____ (initials)

This Consent and Accident Waiver & Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document; am over 18 yrs. old; and, I understand its content.

_____ _____ _____

Print Name Signature Date

Email _____

_____ _____

Youth Name (under 18 yrs.) Guardian Initials

Youth_____ Youth_____