

## RELEASE, ACKNOWLEDGMENT OF RISK & ACCEPTANCE OF RESPONSIBILITY

*This document affects your legal rights. You should read and understand it before signing.*

In consideration of the services provided by \_\_\_\_\_, its owners, principals, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf, referred to hereafter as "the provider," I hereby covenant and agree as follows:

### ACKNOWLEDGMENT AND ACCEPTANCE OF RISK

I understand and acknowledge that the activity in which I am about to voluntarily engage as a participant bears certain known and unanticipated risks that contribute to the unique character of this activity and may be hazardous to participants regardless of all or any measures taken by the provider. These include, but are not limited to, drowning, sudden weather changes, rain, snow, wind, hail, lightning, my physical condition and physical exertion for which I am not prepared, hypothermia, hyperthermia, high altitude sickness, dehydration, heat stroke, motion sickness, snake bite, bees and other insects, wild and domestic animals, such as bears, distance and inaccessibility to immediate medical attention, travel over rough terrain, falling rocks, turbulent and dangerous river conditions, falling from watercraft, and my or another participant's acts or omissions, which could result in injury, death, illness or disease, physical or mental, or damage to myself or to my property.

I, being aware that this activity entails risks or injuries to myself, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself or to my property arising from participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unanticipated risks.

I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending this activity or trip, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, guide, outfitter, volunteers, participant's and their families on this activity/trip.

### RELEASE, WAIVER AND COVENANT NOT TO SUE

On my behalf, my family, my heirs and all other persons, I hereby release, covenant not to sue, discharge, and hold harmless the outfitter, guide, its employees, agents, and representatives, of and from the claims and liabilities, including negligence of the outfitter, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the outfitter or guide, its employees, agents, and representatives.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and the provider, its principals, directors, officers, agents and employees, and that it cannot be modified or changed in any way by the representations or statements of any principal, director, officer, agent or employee, volunteer or any other person or entity acting in any capacity on behalf of the provider or by myself.

**By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

*I have read this entire document, understand it completely, and agree to be bound by its terms.*

For Guest: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_