

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Southeast Adventure Outfitters, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SAO"), I hereby agree to release, indemnify, and discharge SAO, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in camping, kayaking, canoeing and other outdoor adventure based activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Activities may also include fishing and boating.

**The risks include, among other things:** accidents involving the hazards of walking on uneven terrain; collision with fixed or movable objects; weather conditions; boat capsize; head injuries can occur; slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; also exposure to cold water can result in cold shock and accidental drowning; pinches, scrapes, twists and jolts, scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; equipment failure; and improper lifting or carrying; consumption of food or drink; the condition of roads, terrain, or highways and accidents connected with their use; my own physical condition, and the physical exertion associated with this activity; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, SAO employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SAO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SAO's equipment or facilities, **including any such claims which allege negligent acts or omissions of SAO.**

4. Should SAO or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SAO, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SAO on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by SAO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SAO from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

I agree to allow photographs of me, signature above, taken by Southeast Adventure to be published for any purpose and in any format. I am the parent or legal guardian and agree to allow photographs of the minor(s) above taken by Southeast Adventure to be published for any purpose and in any format.