

## GetOutdoors LLC- Participation Agreement, Release, and Acknowledgement of Risk

In consideration of services of GetOutdoors LLC, their agents, owners, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to as GetOutdoors. I hereby agree to release and discharge GetOutdoors on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that canoeing and or kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Whitewater rapids; your boat could turn over and/ or you could have to swim rapids risking collision with rocks and entanglement in trees or debris; head injuries, you could slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to natural elements can be uncomfortable and/ or harmful; you should be aware that this exposure could result in sunburn, dehydration, heat exhaustion, heat stroke; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects and plants; and accidental drowning is also a possibility.

Furthermore, GetOutdoors guides 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, the elements, or the terrain. They may give inadequate warnings or instructions and the equipment being used may 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.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless GetOutdoors 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 GetOutdoors equipment or facilities, **including any such claims which allege negligent acts or omissions of GetOutdoors.**
4. Should GetOutdoors, 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 GetOutdoors harmless for all such fees and costs
5. I certify that I have adequate insurance to cover any such injury and/ or damage I may cause or suffer while participating or else I agree to bear all costs of such injury and/ or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against GetOutdoors I agree to do so solely in the state of North Carolina and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules in that state. I agree that if any portion of this agreement is found to be void and unenforceable, the remaining portions 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, GetOutdoors on a 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 this document, and I agree to be bound by its terms.**

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

Address (Street, City, & State): \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_ 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 GetOutdoors to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless GetOutdoors LLC from any and all claims which are brought by, or on behalf of said minor, and which are in any way connected with such use or participation by minor.

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

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