

OTTER NAVIGATION & WILDERNESS SCHOOL (LLC)

Acknowledgment of Participant Responsibility, Express Assumption of Risk, and Voluntary Release of Liability

I fully comprehend that during my participation in this Otter Navigation and Wilderness School event ("Event") that I may be exposed to a variety of hazards and risks, which are inherent in any Event of this nature and cannot be eliminated without destroying the unique character or quality of the experience. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards and moreover no one or party associated with this Event, has tried to contradict or minimize my understanding of these risks. I understand it is my responsibility to fully understand these risks, from reliable and recognized sources, and upon this understanding acknowledge my participation in this Event. I understand that Injuries and Damages may occur from a variety of causes, including, but not limited to: travel to and from the location of the Event, travel to and from different sites within the area of the Event, potentially dangerous weather conditions in an area having potentially dangerous terrain and/or hazardous streams, rivers, lakes and ponds, with limited to nonexistent access to rescue or medical facilities or the expertise necessary to deal with all medical emergencies or injuries. Furthermore, I understand that such Injuries and Damages may occur from natural causes or from the activities of any person or persons involved in the Event, including instructors, assistants, third parties, sponsors, or collaborators, either as an accident, negligence, or other reason; I understand that I may have to exercise extra care for my own person and for others around me in the face of such hazards.

In consideration of the benefits to be derived and for my acceptance as a participant in this Event, I confirm my understanding that:

- I have read and understood any rules and conditions applicable to the Event made available to me.
- This Agreement is intended to be broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable, for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, and RELEASE FROM LIABILITY** any person or persons involved in this Event, whether they be instructors, assistants, third parties, sponsors, or collaborators from **any and all liability**. Furthermore, I agree to **HOLD HARMLESS** any person or persons involved in this Event, whether they be instructors, assistants, third parties, sponsors, or collaborators, working voluntarily or for compensation, from any and all liabilities, obligations, rights, losses, claims, counterclaims, third-party claims, demands, covenants, promises, agreements, arrangements, expenses, costs, or damages. **I further understand and intend that this assumption of risk and release is binding upon my heirs, relatives, executors, and administrators.**

I have read and understood this document in its entirety and **I freely and voluntarily assume all risks of such INJURIES and DAMAGES** and notwithstanding such risks, I agree to participate in this Event.

Full Legal Name Printed: _____

Signed _____ Date: _____