



Liability Waiver and Release and Indemnification Agreement

I do hereby unconditionally assume the entire responsibility and liability for personal injuries or death sustained, or alleged to have been sustained, by myself or third parties in connection with, arising out of, or as a result of my acts, actions, activities and/or omissions while engaged in any of these programs. In connection with the foregoing assumption of liability, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS FIND Outdoors and its officers, agents, employees, guides, contractors, sponsors, and other representatives (the "Releasees") from any and all losses, claims, suits, causes of actions, damages, fines, penalties, costs, liabilities and expenses (including, but not limited to, reasonable attorney fees and other costs and expenses of defending against any of the foregoing) arising, directly or indirectly, out of my acts, actions, activities and/or omissions, or those of others, while engaged in any of these Programs.

I understand and accept that engaging in any of the Programs offered by FIND Outdoors may expose me to many outdoor hazards including, but not limited to, the following:

1. Dehydration
2. Sudden changes in temperature and weather
3. Slips and falls associated with hiking/walking along rugged trails and terrain
4. Encounters with wildlife including snakes, bears, insects and other biting/stinging fauna
5. Poison Ivy
6. Sprains, breaks, strains, scrapes and contusions
7. Sun Burn

I choose to participate in one of these Program and/or activities in spite of these and similar risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in any of these Programs.

I agree to listen, understand and follow all instructions and warnings from the instructor during the Program. I understand that following the instructions and warnings of the instructor reduces, but does not eliminate, the risk of injury.

I release and discharge FIND Outdoors, its officers, agents, contractors, and employees from any and all liability, claims, or demands for injuries which may be suffered or property damaged which may be incurred from programs associated with FIND Outdoors.

I also understand that if at any point I feel that I am incapable of participating in any of these Programs or following the instructions I have seen and heard, it is MY responsibility to end my participation in the Program. Additionally, if I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest instructor immediately.

After having contemplated the above, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

Please initial the following:

_____ ***I consent to emergency medical treatment in the event I suffer any injury and/or illness while participating in the Program. I understand and accept that any medical costs incurred with respect to such medical treatment will be my responsibility.***

_____ ***I certify that I am not under the influence of alcohol or drugs.***

_____ ***I agree to sign this liability form for my child and/or any individual under the age of 18 that is currently in my care.***

_____ ***I agree to allow FIND to publish photos of myself and/or my family members on FIND websites and social media.***

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Signature of Participant

Print Name

Date

Signature of Guardian (if participant is under the age of 18)