

# ACTIVITY WAIVER AND RELEASE FORM

**Into the Wild Outdoors, Inc.**

**P.O. Box 1343**

**Safford, Arizona 85548**

**520-507-2687**

## Waiver and Release of Liability Agreement Between Participant and Organizer

**IN CONSIDERATION OF** the services of **Into the Wild Outdoors, Inc. (IWO)**, its agents, employees, independent contractors, volunteers, sponsors, equipment providers, insurance carriers, property owners, sanctioning organizations, directors, board members, officers, and all others acting in any capacity on their behalf **IWO** (the "Organizers") concerning all **IWO** events ("Events" or the "Activities") which may occur in present or future participation, the Participant ("I"), hereby agree to release, discharge, indemnify and hold harmless the Organizers on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows: I am aware that participation in the Events involves many risks, dangers and hazards including, but not limited to: minor: scrapes or bruises; serious: broken bones or concussion; or catastrophic: death or paralysis; travel on extreme terrain, particularly high, exposed ridge tops, steep pitches, or where the trail or route is less defined and therefore rough or unstable; travel in areas where fallen timber, shrubbery, branches, rocks, roots or other obstacles or hazards may impede or hinder travel; travel across or beside creeks, streams, rivers, ponds and lakes; encounters with domestic and wild animals, sudden and unexpected changes or variations in the hiking terrain; collisions with motor vehicles and natural or man-made objects; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness. Participants may become lost or separated from their guide or party. Communication in backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Weather conditions may be extreme and can change rapidly and without warning. In addition, water activities risks include, but are not limited to: boat capsize; tidal conditions and currents; collision with objects and other watercraft; prolonged exposure to cold water, prolonged sun exposure, hypothermia, mental anguish or trauma; illness in remote areas, strong wind, cold, storms, large waves, eddies, and lightning; aggressive or poisonous marine life; wrist, arm, shoulder or back injuries; slips and falls while walking to/and from the water, powerful waves, shore break, waves breaking on the sand or in shallow water, high surf, strong currents, rip currents, changing tides, sharp coral, slippery rocks, debris, rocks or other objects, sharks, fish, jelly fish, and other marine life, water equipment, and other people. Injuries resulting from or relating to the use of recreational equipment and/or participation in water activities include but are not limited to bruises, cuts, contusions, abrasions, burns, bites, stings, strains, sprains, fractures, concussions, spinal injuries, paralysis, water inhalation, drowning and/or death from other causes. Risks for land activities include but are not limited to mechanical failure of the equipment used, collision with natural or man-made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the terrain; collision or encounters with cyclists, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the bicycling or hiking surface or sub-surface; streams, creeks and holes in the surface(s); cliffs; crevasses; road-banks or cut banks; variation or steepness of terrain; difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; becoming lost or separated from the guides or instructors or other participants; failure to participate safely or within one's own ability or within designated areas; negligence of other participants. I am also aware that the risks, dangers and hazards referred to above exist throughout the area in all phases of the activity, and that many are unmarked. When horses are involved, I acknowledge that riding and being around horses is very dangerous and has both known and unknowable risks that could result in severe physical and emotional injury, paralysis, death, or damage to property. These risks include, but are not limited to: death, bodily injury, property damage, falls,

kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Risks for activities that include firearms or archery equipment include, but are not limited to: exploding or malfunctioning weapons and ammunition, direct fire, misfire, or ricochet of a bullet either from my firearm or from that of another person. Recreational Activities are very dangerous that include both known and unknowable risks that could result in severe physical and emotional injury, paralysis, and other serious injury, including death. I also acknowledge that damage to my property is a risk and I release The Organizers from all responsibility for that damage. I understand that The Organizer has no duty to undertake first-aid or rescue operations. I further understand that The Organizers make no warranty as to the design, maintenance, manufacture, condition, or fitness of any of the equipment we loan out, including, but not limited to: bicycles, kayaks, paddleboards, safety gear, dirt bikes, ski boats, and first-aid supplies. I understand that these are dangerous activities where I could suffer serious bodily or psychological injury or death, or cause injury or death to another person or damage to property.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS AND RECREATIONAL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** I understand that such risks are inherent to Recreational Activities and cannot be eliminated without eliminating the essential qualities of the activity. I further acknowledge the risk that Organizers may commit negligent acts or omissions during the events. My participation in the Events is voluntary, and I agree to accept and assume all of the risks, known and unknown, of participating in the events. I agree to accept and assume the risk that Organizers may commit negligent acts or omissions, including the risk that any injuries I may suffer may be made worse by negligent rescue operations or emergency treatment.

I will NOT participate in an activity if:

- a) I am or will be under the influence of alcohol, drugs, or any medication that will impair my judgment or compromise the safety of myself or others;
- b) I have pre-existing conditions or physical limitations that make it unsafe for me to participate;
- c) I have any legal reasons for not being able to participate in the events (i.e. restrictions from being around youth or firearms).

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Organizers from any and all claims, demands, or causes of action, which in any way arise from or are related to my participation in the Events, including claims made by the participant, parent, or others arising out of an injury to me; claims of co-participants, rescuers and others arising from the conduct of myself, my child, or my animal during participation; and all claims alleging negligence on the part of the Organizers.

**SAFETY:** I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in any activities. I acknowledge that it is my responsibility to be aware of and utilize any safety gear and protocol generally recommended for the activities I participate in. I am responsible for understanding the proper use of any equipment I use. I agree to follow all safety rules and instructions (e.g., agrees to wear required safety equipment; to follow safety rules of the activity, management and instructor; to inform management or instructor of conduct or a condition that might endanger self or others, etc.) I acknowledge that the Organizer may not have electronic or medical equipment available at the Events. I acknowledge the Organizers are not trained outdoor guides or medical professionals. Providing false or misleading information or failure to adhere to the Organizers safety guidelines or instruction shall be grounds for denial, suspension, and/or expulsion from the Event and future Events at the sole discretion of the Organizer without advance notice or refund. If individuals are unable to complete any of the activities, they have attended it is up to

them, parent/legal guardian to arrange transportation, pick up, and or drop off of attendee at their own expense.

**INSURANCE:** I understand it is my responsibility to carry full and complete insurance coverage on my personal property and medical coverage for myself. I agree to be held responsible for any damage caused by me, my equipment, or my animal(s) and reimburse any medical or evacuation costs the Organizer may occur in regard to my treatment.

**PHOTOGRAPHY:** IWO has my permission to use my or my child's photography publicly. I understand that the images may be used in print publications, online publications, presentations, websites and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use. No, I do not give permission for picture use: \_\_\_\_\_

**FREE AND VOLUNTARY SIGNING:** I have carefully reviewed this Agreement and acknowledge that I am freely and voluntarily executing the same.

**GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona.

**INDEPENDENT LEGAL ADVICE:** I have been given the opportunity to seek independent legal advice prior to signing this Agreement.

**PARTICIPANT'S EMERGENCY CONTACT:** The name and phone number of my emergency contact:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

_____ Participant's printed name	_____ Participant's signature	_____ Date
_____ Parent/Guardian's printed name	_____ Parent/Guardian's signature	_____ Date
_____ Witness for Participant or Parent/ Guardian's printed name	_____ Witness for Participant or Parent/ Guardian's signature	_____ Date
_____ Agent for IWO's printed name	_____ Agent for IWO's signature	_____ Date