

RELEASE AND INDEMNITY

PLEASE READ CAREFULLY BEFORE SIGNING This Document Will Affect Your Legal Rights and Liabilities

TO: Wild By Nature ~ Wilderness Adventures Inc. operating as "Wild By Nature Adventures" (the "Company") and its directors, officers, employees, representatives, officials, independent contractors, and agents (collectively called the "Agents").

FROM: _____ (the "Participant")

I. ASSUMPTION OF RISK

1. I, the Participant, am aware that kayaking, canoeing, stand up paddle boarding, wilderness survival, wilderness skills and other outdoor adventures involve many inherent risks, dangers and hazards, including **but not limited** to:

- Terrain:** Any manner of injury resulting from falls on steep, slippery or uneven terrain, especially in intertidal zones and rivers while entering or exiting the shore;
- Hazards of Water Travel:** There is the possibility of sudden immersion in water as a result of winds, waves, swells, surf landings, tidal currents, river currents, contact with rocks, logs, or other debris;
- Equipment:** Any manner of injury resulting from use, misuse, non-use and failure of any equipment, and the risk of becoming trapped or pinned in a boat or entangled in ropes or lashings;
- Transportation Risks:** Risk of accidents involving boats, planes, ferries, trailers and attached equipment, company vehicles and other vehicles;
- Weather:** Any injury or illness, including hypothermia and hyperthermia, resulting from exposure to cold, hot or wet weather, the effects of heat and strong sunlight, snowstorms, winds including gales, hurricanes, and tornados;
- Remoteness:** The possibility of becoming lost or the inability to access help, including medical help, in an emergency;
- Animals:** Including bears, domestic or wild dogs and cats, eagles and other birds, insects, spiders, ticks, parasites or other curious or aggressive animals or insects;
- Land Claimants and Owners:** Aggressive and intimidating acts of surrounding landowners or those who claim an interest in the surrounding lands or waters;
- Other Hazards:** Vandalism, theft of property, forest fires, rock falls, floods, deadfall, falling trees or parts of trees, avalanches, and mud slides.

- 2. I freely accept and fully assume **ALL** risks, dangers, and hazards involved in using any outdoor education/recreation equipment supplied by WBNA, including kayaks, canoes or Stand Up Paddle Boards and associated equipment, and traveling to and from WBNA’s outdoor education/recreation destinations, and I freely accept the possibility of personal injury, death, property damage or loss resulting from such risks, dangers, or hazards.
- 3. I understand that it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety and to avoid imperiling the safety of others in any way.

II. RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Company agreeing to provide for my use Outdoor Education/Recreation Equipment owned or supplied by the Company and Agents, including Kayaks, Canoes or Stand Up Paddle Boards and related equipment, I agree as follows:

- 4. TO WAIVE ANY AND ALL CLAIMS that I have in the future against the Company and Agents (herein collectively referred to as the "Releasees")
- 5. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, or expense that I may suffer or that my next of kin may suffer as a result of my use of any equipment provided by the Releasees, or my participation in any recreational or educational activities with the Releasees, from any cause whatsoever, including **NELIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE** on the part of the Releasees.
- 6. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability including Future Claims for any damage to the property of, or personal injury to, any third party, resulting from my participation in any of the Releasees’ programs or activities.
- 7. I agree that this Release shall bind my heirs, executors, administrators and assigns.

I have read this indemnity agreement and release and understand it.

Signed this _____ day of _____, _____

Participant Signature*

Print Name of Participant*

Witness Signature

Print Name of Witness

***Or Guardian of a child under 18 years of age.**