

**ADVENTURE EAST
RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

To participate in any **Adventure East** event, program, tour, activity or other service organized by Adventure East, a copy of this waiver must be completed and signed for every participant. Before signing, please read the waiver in full and be certain that you understand the implications of signing.

Express Assumption of Risk Associated with Outdoor Recreation Activities: I, _____, hereby affirm and acknowledge that I fully understand the hazards and risks associated with the outdoor recreation activities in which I am about to engage with Adventure East. The inherent risks and hazards include but are not limited to:

1. Exposure to inherent dangers and hazards, including but not limited to the following (depending on the nature of the Activities): falls, falling rocks and objects, fractures, concussions, dangerous or unanticipated weather, overexertion, overheating, injuries from my lack of fitness or conditioning, unpredictable ocean and river currents, hypothermia, avalanches, hostile or aggressive wildlife, venomous or disease-carrying animals or insects, communicable diseases, exposure to allergens which could cause life-threatening reactions, drowning, death, equipment failures, and negligence of others.
2. as a consequence of these risks and other risks associated with the Activities that may not be listed here, I may be seriously ill, hurt, disabled or may die from the resulting injuries, and/or my property may also be damaged.
3. hospital facilities, qualified medical care, and emergency medical evacuation may be delayed, limited or unavailable during portions of the Activities.
4. Adventure East assumes no responsibility for providing medical care during the Activities, and I will have to pay for any medical care and/or evacuation that I incur.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement: In making it possible to participate in any of the above-described activities or similar, I both agree and acknowledge that:

1. I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or harm to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releasees: Adventure East Inc.
2. I hereby release the Releasees, their officers, directors, managers, employees, contractors, representatives, agents, volunteers, the providers of any equipment used in the Activities, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, illness, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of activities as stated above and otherwise.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees other than that set forth in this agreement.

Use of Imagery: I authorize the use of photographs and/or videos of me taken during the activity for publicity and media purposes, including but not limited to internet publications and inclusion in any Adventure East publications .

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.

	X	
Please print your full name	Signature	Date

For Parents and Legal Guardians: This is to certify that, as the parent or legal guardian with full legal responsibility for this participant, I understand that said minor is to be accompanied by his or her parent(s) or legal guardian(s) at all times. I therefore consent and agree not only to his or her release of all Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his or her involvement in these activities for myself, my heirs, assigns, and next of kin.

	X	
Please print full name of minor or child	Signature	Date