

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR WILD FOOD ADVENTURES EVENTS OF 2017

Please read and be certain you understand the implications of signing.

## Express Assumption of Risk Associated with Educational Activities in a Variety of Habitats and Locations.

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with engaging in hands-on outdoor educational activities, transportation of equipment related to the activities, and travelling to and from activity sites, in which I am about to engage.

### Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death.
3. An "act of nature," including but not limited to avalanche, earth or rock movement, rock fall, limb fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
4. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice, including but not limited to walking over slippery seaweeds and sea creatures on all types of rocky, shell-capped, and sandy terrain.
5. Risks associated with river crossings, ocean channel crossings, wading through muck and swamps, fordings, or portaging.
6. Risks associated with traversing tide pools, ocean beaches, sneaker waves, and floating debris.
7. Risks associated with collecting, handling, and consuming familiar and unfamiliar (new-to-me) plant and animal material.
8. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed, or personally owned.
9. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
10. Attack by or encounter with insects, reptiles, and/or other animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.
14. Risks associated with travelling with other participants in caravans and carpooling, including but not limited to vehicular collisions entering and exiting vehicles along the roadsides, and crossing streets.
15. My own negligence and/or the negligence of others, including other workshop participants, employees, agents, independent contractors or representatives of Wild Food Adventures, including but not limited to operator failure.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

## Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in educational activities in a variety of habitats and locations, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WILD FOOD ADVENTURES AND JOHN KALLAS (both here on in referred to as releasees) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.**
2. To release the releasees, their officers, directors, employees, representatives, agents, land and property owners, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, 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 any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

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 be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

S/ \_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Name of Adult Participant (Print)

\_\_\_\_\_  
Date

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Indicate additional children in the same manner at the bottom of this page or on the reverse side.

S/ \_\_\_\_\_  
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

\_\_\_\_\_  
Name of Parent or adult legal Guardian (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Minor's Full Name

\_\_\_\_\_  
Age