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PARTICIPANT LIABILITY RELEASE AND DISCHARGE

ACKNOWLEDGMENT OF RISK AND INDEMNIFICATION AGREEMENT

This document affects your legal rights. Please read and understand this document before signing it. You may not participate in any hands-on activities without this form having been completed, signed and witnessed.

In consideration of the services of TEAM 4 ADVENTURE (and any subsidiary entities and assumed business names), their owners, members, directors, officers, shareholders, employees, agents, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter "**Service Provider**"), I hereby agree to release and discharge **Service Provider**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGMENT OF RISKS

I acknowledge my voluntary participation in outdoor adventures and related activities entails known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical, mental or emotional injury or trauma, paralysis, death, drowning, illness and disease or damage to myself, third parties and my own or others' property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of this outing and associated activities. These risks include but are not limited to:

General Risks: (1) weather conditions that may change quickly, including temperature, precipitation, wind, lightning and excessive heat and sun; (2) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and sunburn; (3) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; (4) difficult terrain or walking conditions along the shore and trails, including mud, slippery rocks, loose footing and steep slopes; (5) improper first aid, emergency treatment or other attempted rescue services, including evacuation and the unavailability of life saving services or immediate medical attention in the case of injury; (6) exposure to polluted or contaminated water, including giardia; (7) the consumption of tainted food or drink during the adventure outing; (8) my own physical condition and acts or omissions; (9) my own physical condition and my own acts or omissions, including my level of kayak/rafting/rescue experience and expertise; and (10) my own and other participants' attempts to exceed kayaking/rafting/ rescue skills and/or acting in a reckless manner (11) my own failure or that of other participants to follow **Service Provider's** safety guidelines, including always wearing helmets, shoes and when near water, a personal flotation device; (12) my own and others' improper use of equipment; (13) inadequate repair or maintenance of **Service Provider's** equipment; (14) failure of the equipment supplied or used by supplied or used by **Service Provider**; (15) vehicular or pedestrian accident while being transported or walking to or from activity sites; and (16) error or negligence on the part of **Service Provider** and its instructors, including inadequate instruction or assistance.

Whitewater Risks: (1) water conditions that may change quickly, including water level, waves, currents, eddies, whirlpools and cold water temperatures; (2) rocks or other debris falling from overhanging shore areas and falling trees or branches; (3) injury to a participant's finger, hand, arm, torso or head due to striking parts of kayak/raft or being struck by other objects while in the kayak/raft; (4) personal injury due to collision with persons or equipment and with natural or man-made objects in the water such as bridge abutments, trees, rocks, driftwood or other debris, or due to water immersion or being trapped in a wave "reversal"; (5) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayak/rafts, and resulting swims in rapids; (6) collision with or being pinned against objects such as bridge abutments, rocks, trees, logs, branches or other vegetation or natural or man-made objects (whether hidden or visible) located in or floating upon the river or on the river bank; (7) injury to a foot, ankle, knee or other part of a leg due to entrapment in a kayak/raft, or otherwise being trapped or crushed while in a kayak/raft; (8) foot or leg entrapment on the river bottom or entrapment due to lines or other gear in a kayak/raft; and (9) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak/raft, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendonitis or other repetitive strain injuries.

Furthermore, **Service Provider's** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements, the outing environment, or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

I understand and acknowledge that the above lists of inherent risks are not complete or exhaustive, and that other risks known, or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness or disease, or damage to myself, to my property or to other third parties. I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OF RISKS AND RESPONSIBILITY

Being aware that participation in this adventure outing entails risks which could result in serious physical, mental or emotional injury or trauma, paralysis, death, drowning, illness and disease or damage to myself, third parties and my own or others' property, I expressly agree and promise to accept and assume all of the risks existing this adventure outing, including but not limited to those listed above. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I fully understand that I may elect to not participate in any given activity at any time during the adventure outing.

LIABILITY RELEASE AND DISCHARGE

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Service Provider** from any and all liability, claims, demands or causes of action which may be in any way connected with my participation in this activity or the use of **Service Provider's** equipment or facilities, including all such claims which allege negligent acts or omissions of **Service Provider**.

ADDITIONAL TERMS

I understand that no medical insurance benefits will be provided to me by **Service Provider** during this adventure outing. I certify that I have adequate health, accident and liability insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. **I further certify that I have no medical. Or physical conditions which could interfere with my safety in this activity**, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT / KILLED OR ANY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST SERVICE PROVIDER ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Name: _____ Blood Group: _____ Date _____

Participant's Age: _____ or [] (Check if over 18 years)

Email: _____

Trip Details: _____

Emergency Contact Phone and address: _____

Signature of Participant: _____ (Guardian in case participant is < 18 years of age)