# RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

## Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to participate in activities involving and/or relating to **Hiking, Survival Skills Development, Navigation, Wilderness First Aid, Backpacking, Off-Trail Hiking, Night Navigation, Winter Travel, Mountaineering**, **including Transportation to and from said activities**, as well as other activities (collectively the "Activities") provided by **TrailBound Project LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;

2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious bodily injury and death. These inherent risks include but are not limited to **serious bodily injury and/or death** caused by ***slips, trips, and falls; bug/tick bites; animal encounters; actions or inactions of other participants (including their negligence); heat/cold exposure; drowning and/or near-drowning; dehydration; Acts of God; use of certain indoor facilities, and other causes inherent to participation in the Activities and the outdoors generally. Participant further understands that due to the location of the Activities, cellular service may not always be available;***

3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, volunteers, officers, and other participants from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers, as well as other participants, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, volunteers, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

## Photography/Video Release

Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby grant to the Host, its agents, representatives, and employees the right to take **photographs and/or video of Participant** in connection with Participant's participation in the Activities, regardless of payment by Participant. Participant hereby authorizes the Host to edit, alter, copy, copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and/or video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, web content, and social media.

## Consent to Treat

Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, hereby consent to any reasonably necessary and appropriate emergency medical treatment provided by Host, emergency medical responders, and/or other emergency or medical personnel.

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## Personal Responsibility

**The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that Participant is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) are responsible for confirming that Participant has a suitable fitness level to participate in the Activities, which involve significant physical exertion, often occurring in remote locations.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment before any participation.**

**The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**The Participant and his/her parent(s) understand and hereby acknowledge that the Activities have a certain start and end. To the extent that Participant engages in physical activities prior to the start of the Activities, or remains after the conclusion of the Activities and continues engaging in physical activities, Participant does so at his/her own risk and is responsible for same.**

**If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

The Substantive laws of the State of New Jersey shall govern this Agreement. Any legal action relating to and/or arising from the Activities or this Agreement shall be commenced in the courts of the State of New Jersey. To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of New Jersey, the remaining portions of the Agreement shall remain binding and available for use by the parties to this Agreement in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

| _____ | _____ | _____ | _____ |
|---|---|---|---|
| Participant's Signature | Age | Participant's Name (Print) | Today's Date |
| _____ | _____ | _____ | _____ |
| Parent/Guardian's Signature | Age | Parent/Guardian's Name (Print) | Today's Date |

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