



Untamed Path Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In consideration of the services of Untamed Path Adventures, LLC and each of its respective agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively "U.P."), I hereby agree to release and discharge U.P. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks** I acknowledge that any **adventure or cultural travel, eco-tourism or multi-sport activity or tour** entails known and unanticipated risks that could result in physical or emotional injury, disabilities, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of these types of activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while traveling or partaking in the various activities offered through U.P.

The inherent risks associated with activities such as horseback riding, hiking and backpacking, climbing and mountaineering, bicycling, canyoneering, rappelling and caving, whitewater rafting, canoeing and/or kayaking, swimming, snorkeling and scuba diving, zipline or canopy tours, wilderness camping and general cultural interactions and traveling, some or all of which I am about to participate in include accidents or incidents while traveling to or from the activities and accidents or incidents which may occur during my participation. I or other participants may have difficulties with gear, language, food preparation, changing and extreme weather conditions, health, limited medical facilities, foreign countries and their different laws and standards of conduct, unstable governments, etc. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, hypothermia, high altitude sickness, cold water immersion or cold shock, food or water borne illnesses, some or all of which may diminish my or the other participants' ability to react or respond; I may encounter dangerous wildlife, domestic animals, snakes, insects, flora & fauna, etc.; communication in the places in which these activities occur is always difficult and in the event of an accident or illness, rescue and medical treatment may be significantly delayed or unavailable. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in U.P. events/activities.**

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which U.P. has no control. Those activities are incidental to the activities provided by U.P. and may involve errors in judgment by the other vendors or operators for which U.P. can bear no liability. U.P. is **not a "Common Carrier"** but rather is in the business of promoting active adventure type trips. Transportation to and from the activity is incidental to the activity. Transport by car, bus, van, boat or aircraft may in some instances be provided by U.P. and/or other vendors and may involve errors in judgment by U.P. and/or the other vendors. Transport vehicles (car, bus, van, boat or aircraft) may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Furthermore, **U.P. Guides have difficult jobs to perform.** They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by U.P., I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in the activities offered by or through U.P. My/our participation in the activities offered by or through U.P. is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE** On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless U.P. from any and all claims, demands, or causes of action, which are in any way connected with my participation in the activities offered by or through U.P. or my/our use of U.P.'s equipment, property or facilities, including any such Claims which allege negligent acts or omissions of U.P.
4. **Indemnity** Should U.P. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs.
5. **Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by or through U.P. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating in the activities offered by or through U.P., or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.
6. **Medical Issues** I agree on behalf of myself and any of the children for which I am responsible that, in the event that U.P. deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this document, I/we are giving U.P. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against U.P. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health related person who becomes involved in my/our care or removal from U.P. activities or the field.
7. **Photographic Assignment** I understand that U.P. reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible. I/we hereby agree that U.P. may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by U.P.
8. **Release as Contract and Personal Capacity** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with U.P.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against U.P., I/we agree to do so solely in United States of America ("U.S.") and specifically in the State of North Carolina, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the North Carolina courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and U.P. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and for any of the children for which I am responsible that if anyone is hurt, dies or property is damaged during my participation in the activities offered by or through U.P., I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against U.P. on the basis of any claim from which I/we have released them herein.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 3 PAGES).
I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____

Address: _____ E-mail: _____

City: _____ State: _____ Age: _____

Country: _____ Postal Code: _____ Phone #: _____ Date: _____

WITNESS SIGNATURE The witness to the participant's signature and the Parent or Guardian signature must be over the age of 18 and competent to testify to having seen the participant sign this release contract.

Signature of Non-family Member Witness: _____

Printed Name of Non-family Member Witness: _____

Witness Address: _____

City: _____ State: _____ Country: _____

Postal Code: _____ E-mail: _____

Phone #: _____ Age: _____

Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed above; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that U.P. relies to its detriment on this representation. In consideration of my child or ward ("Minor") being permitted by U.P. to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless U.P. from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's participation in activities offered by or through U.P.

Parent Signature: _____ Printed Name: _____ Date: _____

Parent Signature: _____ Printed Name: _____ Date: _____

Address: _____ E-mail: _____

City: _____ State: _____ Country: _____

Postal Code: _____ Phone #: _____