

## ***JUST GET OUTDOORS!***

### **WAIVER AND RELEASE AGREEMENT**

In consideration for my participation in the activities or programs offered by **Just Get Outdoors**, I agree to the following Waiver and Release:

I acknowledge that hiking, paddling, backpacking, and other outdoor activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Hiking and backpacking in rugged country, including encounters with wildlife, plants and insects.
2. The risk of injury due to falls related to variable trail conditions.
3. Paddling a canoe or kayak in wilderness and other environments, including encounters with wildlife, plants and insects.
4. The risk of injury or death (due to drowning) related to variable boat trail and water conditions.
5. Inclement weather conditions and natural disasters.

I understand the risks, hazards, and dangers as described above and have had the opportunity to discuss them with **Just Get Outdoors** personnel. My participation in this activity is purely voluntary and I certify that the selection of a trip and participation in a hiking, paddling, or backpacking tour is appropriate for my health and abilities. I accept all risk and assume all responsibility for myself and my personal property, and for my own personal safety. I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **Just Get Outdoors** WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD **Just Get Outdoors**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services whether such damage, loss, injury, paralysis, or death results from negligence of **Just Get Outdoors** or from some other cause. I, for myself, my heirs, successors, executors, and subrogees, further agree not to sue **Just Get Outdoors** as a result of any injury, sickness, accident, paralysis, or death suffered in connection with my participation in the activities or programs of **Just Get Outdoors**.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.

Date \_\_\_\_\_

Signature of participant \_\_\_\_\_

Print Name \_\_\_\_\_