



THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT CAREFULLY AND THOROUGHLY UNDERSTAND ITS RAMIFICATIONS BEFORE SIGNING WHICH WILL BE EVIDENCED AND ACKNOWLEDGED BY YOUR SIGNATURE AND INITIALS SET FORTH BELOW. DO NOT SIGN IT OTHERWISE.

### **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

Please PRINT clearly and fill in all blanks:

PARTICIPANT NAME:	
GENDER:	
DATE OF BIRTH:	
HOME ADDRESS:	
HOME NUMBER:	
CELL NUMBER:	
EMAIL ADDRESS:	
HEALTH INSURANCE COMPANY:	
POLICY/GROUP:	
EMERGENCY CONTACT:	
RELATIONSHIP:	
CELL PHONE NUMBER:	
SPECIAL NEEDS, CIRCUMSTANCES OR DIETARY RESTRICTIONS:	

#### **PARTICIPANTS:**

It's impossible to know or list every risk associated with every activity, however I understand the risks to my child may encounter include but are not limited to: slipping, falling, being struck by or striking objects, persons or the ground, physical contact with other participants, possible encounters with wildlife, vehicular accidents, improper or malfunctioning equipment or structures. I understand that some of the activities may be strenuous physical activity and may involve repeated slips or falls.

PLEASE REVIEW CAREFULLY AND FOLLOW INSTRUCTIONS ON DAILY GEAR AND ATTIRE.

Some recreational activities conducted by Walk-a-Bout Outdoor Adventures, a California limited liability company, may be hazardous to and create risks for participants. All participants have an obligation and duty to act as a reasonably prudent person when participating and engaging in the recreational activities offered by Walk-a-Bout Outdoor Adventures.

If a participant cannot abide by the foregoing, the participant should not join in the activities and should advise the on-site representative of Walk-a-Bout Outdoor Adventures at once.

The on-site representative of Walk-a-Bout Outdoor Adventures will determine in their sole judgment how to proceed.

*I have read and agree to the terms (Initials): \_\_\_\_\_*

#### **MEDICAL CONSENT**

In the event of illness or injury, I consent to authorize the representatives of Walk-a-Bout Outdoor Adventures, LLC to provide transportation to the nearest Medical facility for Medical Care/Treatment and agree to assume full responsibility for all associated medical, transportation and related costs. I consent to whatever x-rays, examination, testing/lab work; aesthetic, medication, medical, surgical or dental procedures; Hospital care; an ANY other treatment/consultation are deemed necessary in the best judgment of the medical professionals until I can be reached and am able to participate fully in those decisions.



I/We the undersigned, hereby promise, covenant and agree:

- a. To immediately, fully and diligently follow the directions and instructions of the on-site representative of **Walk-a-Bout Outdoor Adventures**.
- b. Not to act in any way which shall interfere with the running or operation of any other activity (the "Activities") when such activities are conducted by **Walk-a-Bout Outdoor Adventures**.
- c. Not to act in any which shall interfere with **Walk-a-Bout Outdoor Adventures** or the on-site representative of **Walk-a-Bout Outdoor Adventures** and their administration, the supervision or the conduct of the Activities or **Walk-a-Bout Outdoor Adventures'** business.
- d. Not to use any of **Walk-a-Bout Outdoor Adventures'** equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions and until I have requested and received sufficient instruction to permit safe usage as determined by **Walk-a-Bout Outdoor Adventures**.
- e. Not to use any of **Walk-a-Bout Outdoor Adventures'** equipment or facilities or services without the permission of the on-site representative of **Walk-a-Bout Outdoor Adventures** or after any prior permission has been revoked.
- f. Not to engage in any dangerous, unsupervised or harmful conduct or wilfully or negligently engage in any type of conduct which threatens or contributes to or causes any injury to any person including myself during, before or after the Activities have commenced.
- g. Not to embark in any self-initiated activity without first informing the on-site representative of **Walk-a-Bout Outdoor Adventures** of my intentions and receiving permission from **Walk-a-Bout Outdoor Adventures** to engage in such self-initiated activity.
- h. Not to violate the foregoing and/or any other rules of **Walk-a-Bout Outdoor Adventures** and shall allow the on-site representative of **Walk-a-Bout Outdoor Adventures**, at their sole discretion, to terminate my participation in the Activities. Understand that **Walk-a-Bout Outdoor Adventures** reserves the right to cancel or change programs or activities as listed in their brochures when necessary.
- i. Understand that **Walk-a-Bout Outdoor Adventures** is not responsible for the loss or damage to any personal belongings.
- j. Agree to accept full responsibility, financial or otherwise, for the conduct of my person. In order to make each participant's experience fun, safe and rewarding, we hold high expectations in attitude and behaviour. **Walk-a-Bout Outdoor Adventures** or the school/organization may dismiss anyone at any time (prior to or during a trip) for disciplinary reasons.

#### ACKNOWLEDGMENT AND ACCEPTANCE OF RISK:

The undersigned fully understands and acknowledges that the activity which the Participant is about to voluntarily engage in as a participant and/or volunteer bears certain known/unknown physical risks and unanticipated risks or chances for accidents which could result in injury, disability, death, illness of disease, physical or mental, or damage to the Participant, to the Participant's property, or to spectators or other third-parties. The undersigned fully and completely accepts and assumes all responsibility and risk for injury, disability, death, illness, or disease, or damage to the Participant and the Participant's property.

Participation in the Activities is purely voluntary; no one is requiring or forcing the Participant to participate, and the undersigned elects to freely and knowingly participate in spite of all known and unknown risks and possibilities of adverse consequences. The undersigned further acknowledges that without the foregoing statement, Walk-a-Bout Outdoor Adventures would not have agreed to allow the Participant to participate in the Activities.

*I have read and agree to the terms (Initials): \_\_\_\_\_*

#### PICTURES AND PUBLICITY:

All likenesses, pictures, videos, and recordings of any type or nature no matter the format, taken or produced in connection with the Walk-a-Bout Outdoor Adventures programs are the sole and exclusive property of Walk-a-Bout Outdoor Adventures and may be used in any promotional materials or in any publicity endeavours. The undersigned grants permission for the foregoing use without need for any further consent, payment or signed release.

*I have read and agree to the terms (Initials): \_\_\_\_\_*



**RELEASE:**

In consideration of the services and/or property provided, the undersigned for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby fully release and hold harmless Walk-a-Bout Outdoor Adventures, its principals, directors, officers, agents, employees, and volunteers from any and all liability, expense (including attorney's fees), loss or charge associated with the Activities, and further waive any cause of action (whether in tort, contract or strict liability) or complaint for any damage whatsoever arising from or related to any cause whatsoever (except that which is gross negligence or intentional misconduct solely by Walk-a-Bout Outdoor Adventures). I further agree to indemnify, defend and/or reimburse Walk-a-Bout Outdoor Adventures for any and all attorney's fees and costs Walk-a-Bout Outdoor Adventures or its principals, directors, shareholders, officers, agents, employees, and volunteers may incur should I bring legal action against Walk-a-Bout Outdoor Adventures and lose (except that which is gross negligence or intentional misconduct solely by Walk-a-Bout Outdoor Adventures). Walk-a-Bout Outdoor Adventures shall not have had to incur any costs to claim the benefits of this indemnity. The release, waiver, indemnity, right of defence and reimbursement shall survive the termination of the Activity and have no limit in scope or duration. The undersigned specifically and knowingly releases all rights under California Civil Code Section 1542 which provides:

'A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.'

**ENTIRE AGREEMENT:**

I understand that this is the entire agreement between myself and **Walk-a-Bout Outdoor Adventures**, its agents or employees, and that it cannot be modified or changed in any way by the representatives or statements of any employees of **Walk-a-Bout Outdoor Adventures** or by me unless in writing signed by the President of **Walk-a-Bout Outdoor Adventures**.

My (Our) signature(s) below indicates that I/We have read this entire document and understand it completely and agree to be bound by its terms.

\_\_\_\_\_  
PARENT/GUARDIAN (if Participant is under 18)

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_