

## WAIVER OF LIABILITY AND RELEASE AGREEMENT – HIKING & OTHER OUTDOOR ACTIVITIES

I, \_\_\_\_\_ wish to participate in the Guided Forest Walk offered by Owl Pines. As a precondition to participating in the Activity, I have read the following Release Agreement and agree to its terms.

**Assumption of Risk.** I understand that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the reverse side of this Release Agreement. I have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me as a result of participating in the Activity whether caused by negligence or otherwise.

**Liability Release.** In consideration for the Company allowing me to participate in the Activity, I agree I will not sue the Company, and I release the Company from any and all liabilities, claims, demands, actions, causes of actions, costs, and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted whether caused by negligence or otherwise.

**Indemnification.** I agree to indemnify and hold harmless the Company and its officers, directors, employees, representatives, agents, and volunteers from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the Company may incur arising from my involvement in the Activity whether caused by active or passive negligence of the releasees or otherwise.

**Warranty of Physical Fitness.** I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity, or I am prepared to cover the cost of medical treatment for accidents and illnesses sustained during or as a result of my participation in this Activity. I understand the Company has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Company is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

**Intent.** It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Michigan without regard to its conflict of laws provision. The courts in Saint Clair County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

**In signing this Agreement, I acknowledge that I have read both sides of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen (18) years of age.**

Name of Participant (print) \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**If the participant is under 18:**

I, \_\_\_\_\_, am the parent/legal guardian of the individual named above. As their parent or legal guardian, I verify that I have the authority to enter this agreement on behalf of the minor participant(s). I have read, understood, and agree that the minor(s) or anyone acting on behalf of the minor participant(s), including me, is bound by the terms of this Agreement. If a claim or action is brought against the Company in contravention of this Agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND RELEASEES for any and all expenses incurred, INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay. If I am not the parent or legal guardian of said minor(s), then I still agree to indemnify, defend, and hold harmless the Company for any claim or suit arising out of said minor's participation in the Activities or said minor's presence on the Company's premises.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BOTH SIDES BEFORE SIGNING.**

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**ACTIVITY DETAIL FORM**

Name of Activity: ANFT Guided Forest Walk

Date(s) of Activity:

Description of Activity: This will be a slow walk through a grass trail. Participants may also choose to go off the trail during this activity.

By participating in the above activities, you may be exposed to several inherent risks, including but not limited to those listed below:

- **Tripping and Falling**
- **Abrasions, Cuts, and Contusions**
- **Sprained Ankles and Wrists**
- **Broken Wrists**
- **Dehydration**
- **Heat Rash**
- **Heat Exhaustion**
- **Blisters**
- **Pulled Muscles**
- **Twisted Ankles**
- **Knee Injuries**
- **Arm Injuries**
- **Insect and Animal Encounters, Stings, and Bites**
- **Deep Ravines**
- **Deep Water Pond**
- **Exposed Tree Roots on Ground**
- **Low Hanging Branches**

Signature \_\_\_\_\_

We request you conduct your participation with the safety of yourself and others in mind.

