

Clearwater Transformational Trekking LLC

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ACKNOWLEDGMENT of RISK, ACCEPTANCE of RESPONSIBILITY, RELEASE of LIABILITY

In consideration of the services of CLEARWATER TRANSFORMATIONAL TREKKING LLC, its agents, owners, officers, volunteers, sponsors, contract partners, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively CTT), I, _____, hereby agree to release and discharge CTT on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. ACKNOWLEDGMENT & ACCEPTANCE of RISK:

I acknowledge that any activity related to wilderness trekking (such as hiking, camping, building fires, swimming, etc.) or international travel (such as public transportation, culture shock, language barriers, foreign laws and policies, etc.) entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the impact and effectiveness of transformational wilderness and travel activities is derived in part from inherent risks incurred by these activities beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to the impact and effectiveness of my experience and are an integral reason for my participation in this activity. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

Furthermore, I acknowledge that CTT 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 given instructions. Equipment may also malfunction. 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. ACKNOWLEDGMENT & ACCEPTANCE of RESPONSIBILITY:

1. I assume ultimate responsibility for my own safety while participating in CTT events and activities.
2. I assume full responsibility for my own actions and agree to pay for any damages caused to others (including attorney fees/costs) if they are injured or otherwise damaged due to my negligence.
3. I assume full responsibility for my own medical condition, personal care, and insurance.
4. I assume responsibility to provide my own transportation to and from the activity location.
5. I assume responsibility for being properly equipped and supplied based on provided packing lists.

3. RELEASE of LIABILITY:

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CTT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CTT's equipment or facilities, including any such Claims which allege negligent acts or omissions of CTT.

I certify that I physically and mentally capable of participating in CTT activities, including the use of equipment involved in such activities. I understand this is a prerequisite to my participation in these activities. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation.

I agree that if CTT deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving CTT 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 to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document I am waiving any right to object to or bring any type of action or claim against CTT 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 to any health related person who becomes involved in my care or removal from CTT activities or the field.

In the event I file a lawsuit against CTT, I agree to do so solely in the State of Idaho, and I 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 hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Idaho courts. I 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 understand that this document constitutes the entire Agreement/Contract between ourselves and CTT 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 am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my/our right to maintain a lawsuit against CTT on the basis of any claim from which I have released them herein.

4. MEDIA RELEASE:

I grant CTT the unconditional right to use my name, voice, and photographic likeness for any promotional, commercial, and publication purposes without any remuneration to me.

As lawful consideration for being allowed to participate in activities offered by CTT, I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this ACKNOWLEDGMENT of RISK, ACCEPTANCE of RESPONSIBILITY, RELEASE of LIABILITY are contractual in nature and that I am signing it of my own free will.

I agree that my electronic signature is the legal equivalent of my manual/handwritten signature on this document.

Printed Name: _____

Signature: _____

Date: _____

_____(For participants under 18 years of age)_____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____

Date: _____