

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Families in Nature, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FIN"), I hereby agree to release, indemnify, and discharge FIN, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided overnight hiking, camping, backpacking, wading and shore fishing, canoeing and swimming and training and instruction in archery entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling objects; flying debris; rugged terrain; weather conditions; water hazards; accidental drowning; collision with fixed objects or people; slipping and falling; the negligence of other participants, or other persons who may be present; equipment failure or operator error; collision with fixed or movable objects or other watercraft; boat capsizes and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; boats are slippery when wet and accidents can occur getting in, out, on or off ; ricochets from targets or projectiles; suffering hearing loss; eye injury or loss; damage to equipment or personal injury; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, dehydration; being impaled by a fishing hook; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; cuts, bruises, sprains, strains, broken bones; transmissible pathogen or disease; my own physical condition, and the physical exertion associated with these activities.

Furthermore, FIN personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in canoeing activities.

3. Indemnity, release and hold harmless agreement in favor of FIN. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless FIN from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of FIN's equipment or facilities, including any such claims, demands or causes of action which are based or founded, in whole or in part, upon the alleged negligent acts or omissions of FIN.

4. Should FIN or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FIN, I agree to do so solely in the state of Texas, 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 right to maintain a lawsuit against FIN on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at FIN. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by FIN to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FIN from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____