

Trip: \_\_\_\_\_

Trip Date(s): \_\_\_\_\_

## **Far Flung Outdoor Center (FFOC)**

### **Participant Agreement, including Acknowledgment /Assumption of Risks and Agreements of Release and Indemnity**

**IMPORTANT! READ THIS DOCUMENT CAREFULLY.** It affects your legal rights. It must be signed by adult (18 years of age and older) participants in activities offered by FFOC. It must be signed also by at least one parent or legally appointed guardian (each referred to in this document as "Parent") of a minor Participant (under 18 years of age.) The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to "I" include adult participants and Parents, unless otherwise clearly indicated.

#### **Agreement to Participate**

In consideration of the services of FFOC, I, for myself and on behalf of any minor child of mine who is a Participant, acknowledge and agree as follows:

#### **Activities and Risks**

I am voluntarily participating on the trip designated above with the knowledge and understanding of the numerous risks and dangers involved including, but not limited to: 1) physical exertion for which I may not be prepared 2) forces of nature, including extreme heat cold, hail, rain, lightning and intense sun 3) travel, whether in improved, urban or remote areas, by auto, bus, Jeep, ATV (all terrain vehicle) or other motor vehicle, canoe, kayak, raft or other watercraft, and horseback, foot or other form of active or adventure travel 4) possible roll-overs or loss of control of a motor vehicle, driven by me or others, related to excessive speed, rough, steep or narrow trails, and collisions with other vehicles, boulders, vegetation, wild animals and livestock, and other man-made or natural objects; 5) injuries caused by the vehicle itself or another vehicle; 6) loss of control of a water craft, operated by me or others, including the possibility of colliding with objects in, under and above the water and being thrown from the watercraft into cold and fast moving water and the possibility of hypothermia (rapid loss of body temperature) 7) consumption of alcoholic beverages or the use of drugs and medications which might affect my ability to operate, or reasonably protect myself while a passenger in, a watercraft or vehicle 8) defects in and the malfunction of vehicles, watercraft and other equipment 8) high altitude and associated illnesses 9) accident or illness without access to means of rapid evacuation or availability of medical supplies, and the inadequacy of medical attention once provided 10) negligence (but not the willful, reckless or fraudulent conduct) on the part of FFOC, its employees, officers, agents or others, including other participants 11) while hiking or moving about the land, encounters with dangerous plants, animals and reptiles, including poisonous snakes, and unstable and rough terrain 12) incidents ordinarily associated with travel within or on the borders of foreign countries.

These and other activities of FFOC, and their risks, may result in injuries, illness, death, including by drowning, and other losses. I acknowledge and understand that the enjoyment and excitement of adventure travel and activities is derived in part from their inherent risks, including those described above, beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are themselves among the reasons for my participation.

#### **Acknowledgment and Assumption of Risks**

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, and inherent or otherwise, may result in personal injury, mental distress, death, illness, disease or property damage. I acknowledge and assume, for myself and for the minor Participant for whom I sign below, all risks of the activities of FFOC, and, I agree to be responsible for my own and the child's welfare and accept any and all risks of delay, unanticipated events, illness, injury, emotional

*(over, please)*

trauma or death. If I am the parent of a minor Participant, I represent that I have discussed the risks and possible outcomes with the child and the child wishes to participate in spite of the risks.

**Release and Indemnity**

I, for myself and on behalf of the minor Participant for whom I sign below, hereby release, discharge and indemnify (indemnify” meaning to pay or reimburse claims and costs, including attorneys fees) Far Flung Outdoor Center, Southwest River Expeditions, Inc., and the owners, officers, directors, agents and employees of each (the “Released Parties”) from and against any and all liability arising from my participation in the trip. I agree that this release and indemnity agreement shall be legally binding upon me personally, and upon all minors for whom I sign below, my heirs, successors, assigns and legal representatives. It is my intention to fully assume all the risks of travel and to release the released parties and each of them from any and all liabilities to the maximum extent permitted by law. **These agreements of indemnity and release include claims of negligence, but not claims of gross negligence or intentional wrongful conduct.**

**Other**

I understand that FFOC reserves the right to refuse participation to any person it judges to be incapable of meeting the rigors and requirements of participating in the activities.

I understand that FFOC reserves the right to take photographic or film records of any of its trips and hereby agree that FFOC may use any such photographic or film records for promotional and/or commercial purposes; and I consent to such use by third parties with whom FFOC may partner for a joint marketing effort.

FFOC is authorized to administer or obtain medical care for me and to exchange pertinent medical information with a third-party care giver.

The venue of any dispute that may arise out of this Agreement between the parties to which any Released Party is a party shall be the State District Court in Brewster County, Texas.

**KNOWING AND VOLUNTARY EXECUTION**

I have carefully read this acknowledgment and agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and FFOC and its affiliated organizations and I sign it of my own free will and intend for it to be enforced to the fullest extent allowed by law.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant                      Date

\_\_\_\_\_  
Signature of Participant                      Date

Date of Birth \_\_\_\_\_

Date of Birth \_\_\_\_\_

**PARENT OR GUARDIAN OF A MINOR**

I/We as parent or guardian of the below named minor(s), hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms of the Agreement, above.

\_\_\_\_\_  
Name(s) of Minor(s) and Dates of Birth

\_\_\_\_\_  
Signature of Parent or Guardian                      Date

\_\_\_\_\_  
Signature of Parent or Guardian                      Date