



FAR FLUNG OUTDOOR CENTER PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

In consideration of the services of Far Flung Outdoor Center and its agents, owners, officers, volunteers, participants, employees, related parent, sister, and subsidiary companies and all other persons or entities contracted by Far Flung Outdoor Center or which are acting in any capacity on its behalf (hereinafter collectively referred to as "FFOC"), **I hereby agree to release and discharge FFOC** on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. Inherent Risks I acknowledge that any adventure activity such as rafting/canoeing/kayaking, hiking, camping and/or motorized Jeep or ATV style activities 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 enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in FFOC events/activities.** I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in adventure activities.

The inherent risks associated with the **rafting, canoeing, kayaking or general water related activity** (hereafter "boating") in which I am about to participate in include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and from and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with food boxes, oars/paddles, other storage containers, or other fixed equipment necessary to the operation or outfitting of the boat; the boat may break down or be faulty; it is possible that loss of control of the boat could occur resulting in collision or capsizing or sinking and that if a boat turns over or flips I could be "washed" overboard; boats are slippery when wet and are naturally unstable so I could slip and fall or be knocked out of the boat even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc. I can slip or fall during hiking or portaging or getting to and from the boat and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the boat or any portion of it may collide with or encounter other boats, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc.; accidents can occur getting on and off the boat. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in FFOC events/activities.**

I acknowledge that **ATV or Jeep vehicle operation, travel or riding** and all other activities, hazards and exposures associated with the FFOC guided adventure rides involve inherent risks which specifically include, but are not limited to the following. ATV or Jeep operation or riding may involve the improper operation or use of the vehicle by the participant. This improper operation or use may include, but is not limited to: the failure to observe and obey all traffic laws and safety rules or instructions given to the participant by FFOC, the participant failing to understand the safety directions due to language issues, the participant failing to be alert to oncoming traffic, excessive power surges due to improper throttle usage, excessive speed, a participant or rider exceeding or over judging his or her abilities (over confidence), a participant or rider placing his or her feet on the ground while the vehicle is in motion, participants riding side by side on one lane trails/roads, participants failing to keep proper distance between vehicles ("tailgating") and/or the participant failing to seek assistance or guidance when uncomfortable or unsure of him or herself or of the situation. Riders are exposed to risks associated with use of the equipment and risks from riding or touring with other participants. Riders may become lost or separated from their guides or riding/touring companions in remote areas, rugged terrain or bad weather. Riders are exposed to risks associated with use of the equipment; while each ATV/Jeep receives routine maintenance and is inspected for proper operation before each tour, the equipment may not be properly or timely maintained and client riders accept full responsibility for personally inspecting the vehicle for proper functioning both before the tour begins and again each day before riding or use begins. While each client/rider must

demonstrate familiarity with the safe use of the ATV/Jeep before being allowed to participate in any tour, ultimately FFOC cannot control the actions of individual riders or the riders in any given group as a whole.

I acknowledge that FFOC **hiking** events/activities entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property or to third parties. Hiking activities are most commonly exploratory in nature and I acknowledge that the inherent risks associated with these activities includes but is not limited to the following: I can slip or fall during hiking; I understand that the areas in which I might hike and/or which are used by FFOC for its activities include beautiful mountain, valley and desert terrain; the natural beauty of these areas sometimes hide dangerous obstacles which present additional inherent risks. Those obstacles or risks include, but are not limited to: roots, branches and other debris on the trails, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, snakes and other animals or insects and varying and difficult conditions. I acknowledge that it is my sole responsibility to observe and make myself familiar with the areas in which FFOC activities occur. Participants may become lost or separated from their companions in wild and rugged terrain, or bad weather. I acknowledge that I may encounter hazards such as: loose, falling, rolling and breaking rock; unstable or loose rock, talus and/or scree slopes, boulders; or massive loosening and movement of dirt and rock.

I specifically acknowledge also that FFOC events/activities may involve **lodging/camping/bivouacking** in rustic and rugged situations which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of some of these activities and that I and other participants may be eating in the outdoors or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform FFOC of any specific food related allergies. Water purification systems may or may not be used and/or may or may not function correctly; I specifically acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to FFOC, its property or to other guests. I acknowledge that my time at FFOC events/activities may require me to use equipment (IE – tents, stoves, water filtration, etc.) that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that I could be left alone, unsupervised and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

I acknowledge that, in the remote locations used by FFOC, participants may experience **extreme environmental and/or weather** conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia or fatigue, some or all of which may diminish my or the other participants ability to react or respond; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Participants may encounter dangerous wildlife or insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain, storms or lightning, extreme temperature variations, etc., can occur. Communication in the terrain used by FFOC for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable. As in all activities which are part of the FFOC adventure, FFOC or its staff may misjudge some of these issues. I expressly acknowledge that **naturally occurring disease processes** occur in all environments in which this activity will take place. I acknowledge that, while FFOC has taken reasonable and recommended measures to avoid contact, transmittal or contamination of the virus between people (including guests/participants, employees and other third parties) that it is ultimately my responsibility to safeguard myself and others. I understand and agree that, if I choose to participate in this activity, that FFOC cannot and will not have any legal liabilities toward me if I contract the virus. On the other hand, if it is determined that I acted negligently or unreasonably and was responsible for transmittal of the Corona Virus (or any disease process) to other FFOC participants or employees, that I may be held legally and financially responsible for that transmittal.

I acknowledge that I may choose to participate in **activities that are conducted by myself or in my own group without FFOC guides** and over which FFOC will have no control (IE – canoe or kayak rentals). Those activities may involve errors in judgment by myself or my group for which FFOC can bear no liability. I acknowledge that **FFOC is**

not a “Common Carrier” but rather is in the adventure trip (hiking, rafting, Jeep tours, camping, etc.) business. Transportation to and from activities or shuttles are incidental to the activity. Transport and car, bus or van travel in some instances may be provided by FFOC and/or FFOC employees and may involve errors in judgment by FFOC staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by FFOC I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise FFOC of anything which I consider to be unsafe or to refuse to participate. Furthermore, **FFOC guides/staff** 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 the safety directions due to language issues. 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. Express Assumption of Risk I expressly agree and promise to accept and assume **all the risks** existing in this activity. This means I am not just assuming the inherent risks of the activity but rather that I am assuming **all of the risks** of the activity, *even if they are not expressly stated in this document*. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree and understand that my decision to encounter the risks in this activity is the most substantial factor causing any ultimate harm that may come to me during this activity. This is a purely voluntary un-necessary activity for me and even if I do not (or claim that I do not) have knowledge of a particular risk, this express agreement to assume **all risks** whether they are known or unknown to me is intended to defeat all claims I might have against FFOC.

3. Specific Express Legal Agreements My intent in signing this release contract is that it will be given broad effect by the Texas courts even if a specific risk or possible claim is not listed herein. I expressly agree and acknowledge that I am waiving arguments against FFOC as to when and where an activity begins or ends and that once I am engaged *in any way* in a FFOC activity this release contract will apply. I also expressly agree that this release contract will be admissible into evidence in any legal proceeding which I initiate or become involved in against FFOC, even if the Court rules that the contract is not dispositive of the case. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.

4. Release and Waiver of Rights Including for ALL Claims of NEGLIGENCE I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FFOC 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 FFOC's equipment or facilities, including **any such Claims which allege any theory of negligence including negligent acts or omissions of FFOC** ('FFOC' being its employees and those defined in the opening paragraph of this document). What I am agreeing to in this clause is that, beyond the legal application of the inherent risk and assumption of the risk provisions, this separate provision means I am waiving **all claims** I might have against FFOC sounding in negligence. I agree that the risks of death, injury, property loss or other damages are known and unambiguous to me and that, even if a specific type of loss is not listed in this document it is my express agreement not to hold FFOC liable for negligence related to any death, injury or other style of damage encountered.

5. Indemnity Should FFOC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement or to defend against lawsuits or claims brought by me or someone on my behalf, I agree to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs. Plainly put – if I or anyone else violates this release contract and brings suit against FFOC I agree to pay all of FFOC's legal fees in defending themselves.

6. Personal Skill & Insurance I certify that I have sufficient skill and fitness to participate in the activities offered by FFOC. 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 costs I may cause or suffer while participating (regardless of the cause), or else agree to

bear the costs of such injury, damage or emergency transportation costs myself. I understand and acknowledge that certain adventure activities and outdoor recreating are, in some contexts, considered 'high risk' activities and that my life insurance coverage may be affected; I understand it is my responsibility to give appropriate notice to my personal insurance companies regarding this activity.

7. Medical Issues I further agree that, in the event that FFOC 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 FFOC 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 FFOC 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 FFOC activities or the field.

8. Photographic Assignment I understand that the FFOC reserves the right to take photographic or film (of whatsoever nature) records of any or all activities and I hereby agree that FFOC may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by FFOC I agree and acknowledge that FFOC cannot control media or photographic images of me that may be generated or disseminated by other participants or third parties.

9. Release as Contract and Personal Capacity On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I /we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with FFOC.

10. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I file a lawsuit against FFOC, 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 states 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 Texas 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 can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between ourselves and FFOC 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 that 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 for myself and any of the children responsible for that if anyone is hurt or killed 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 FFOC on the basis of any claim from which I have released them herein.

My express intention in signing this complete release of claims document is to voluntarily exchange this release contract with FFOC for the opportunity to participate in recreational activities with FFOC

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (All 4 or 5 pages).
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Date: _____

Parents or Guardians Additional Indemnification and Signature
(Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that FFOC relies to its detriment on this representation. In consideration of my child or ward ("Minor") being permitted by FFOC to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless FFOC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Minor Children's Names: _____

Parent Signature: _____ **Printed Name:** _____

Parent Signature: _____ **Printed Name:** _____