



## ***ASSUMPTION OF RISK AND AGREEMENTS OF RELEASE AND INDEMNITY***

I understand that I will be participating in activities provided by Adventures Outside LLC (Kulapalooza) its agents, associates and independent contractors. The activities in which I will be participating have been described to me and Kulapalooza staff have been available to answer my questions.

**I acknowledge Adventures Outside LLC's (Kulapalooza's) activities involve known and inherent risks, as well as unknown/unanticipated risks.** Inherent risks may include those ordinarily associated with moderate to vigorous physical activity in high-altitude or wilderness terrain. Activities can occur in remote places where communication may be difficult and medical care significantly delayed. Travel may be by canoe, kayak, motorboat, automobile, van, bus or on foot, over rugged unpredictable off-trail terrain including boulder fields, downed timber, rivers, rapids, river crossings, mountain passes, snow and ice, steep slopes, slippery rocks, steep crevassed glaciers, ocean tides and currents, waves and reefs. Activities may include hiking, backpacking, mountaineering, climbing, canoeing, kayaking, cooking with stoves and working with sharp tools. I understand that travel and outdoor activities will be subject to unpredictable forces of nature including extreme weather, falling rock, avalanches, lightning, wildfires and earthquakes, insects, snakes and predators. Participants may be exposed to animals who may cause serious harm and whose behavior cannot be predicted; participants may be exposed to polluted or contaminated water; equipment may fail or malfunction despite reasonable maintenance and use; errors of judgment or negligence may occur, by instructors, co-participants or myself. The preceding risks, hazards and dangers may result in a variety of illnesses and injuries including, but not limited to, hypothermia, frostbite, high-altitude illnesses, heat stroke, dehydration and suffering sprains, fractures, cold water immersion, drowning and other trauma including sickness, mental distress, disability or even death.

**I expressly agree and promise to accept and assume all of the risks existing in the ADVENTURES OUTSIDE LLC (KULAPALOOZA) activity for which I am participating, including, but not limited to, those listed above.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I also hereby voluntarily release, forever discharge and agree to indemnify and hold harmless ADVENTURES OUTSIDE LLC (KULAPALOOZA), its directors, trustees, staff, agents, associates and independent contractors ("released parties") from any and all claims, demands or causes of action that are in any way connected with my participation in this activity or the use of ADVENTURES OUTSIDE LLC (KULAPALOOZA)'s equipment or facilities, including all such claims that allege negligent acts or omissions of

ADVENTURES OUTSIDE LLC (KULAPALOOZA). I hereby agree to indemnify ADVENTURES OUTSIDE LLC (KULAPALOOZA) and all released parties from any claim made by me or my heirs or survivors on account of any injury or loss that I may suffer arising in any way out of the activity. I further indemnify ADVENTURES OUTSIDE LLC (KULAPALOOZA) and all released parties from a claim that might be brought by a co-participant arising in any way from my conduct.

The following provisions apply to all ADVENTURES OUTSIDE LLC (KULAPALOOZA) activities, wherever they occur:

- **I am in general good health and have no medical or physical condition that could interfere with my participation in the ADVENTURES OUTSIDE LLC (KULAPALOOZA) activity or interfere with my health or safety or the safety of any other participant.** I certify that I have 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, including the cost of any evacuation and medical care.
- I authorize and consent to ADVENTURES OUTSIDE LLC (KULAPALOOZA), National Park Service (NPS) or Forest Service (FS) taking photographs and video film of my participation in its programs, and to the unrestricted use and publication of my name and such photos or videos to promote the activities of ADVENTURES OUTSIDE LLC (KULAPALOOZA), NPS or FS.
- I agree that in the event I should have any claim against ADVENTURES OUTSIDE LLC (KULAPALOOZA) or any released party such claim or suit shall be brought in the Superior Court of State of Washington, for Skagit County, and that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in the aforesaid Superior Court.
- I agree that in the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

**By signing this document, I acknowledge that 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.**

Participant signature \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_