

MEMBER'S RELEASE, WAIVER, ASSUMPTION OF RISK AND  
INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS FORM, YOU UNDERSTAND AND  
ACKNOWLEDGE THAT YOU ARE GIVING UP THE RIGHT TO SUE  
Honeybee's Adventure Time, LLC**



TO: Honeybee's Adventure Time LLC.

As a condition of my membership in Honeybee's Adventure Time, and as a condition of my participation in any of the activities organized by the Club, I, \_\_\_\_\_ the undersigned, understand that I must agree to be bound by the terms of this Release, Waiver, Assumption of Risk and Indemnity Agreement.

1. I am aware that there are certain dangers and risks involved in participating in activities and events organized by the Club which include, but are not limited to, hiking, backpacking, scrambling on rocks, ice play, caving, camping, mountain biking, rowing, rafting, kayaking, running, walking, snowshoeing, snowboarding, ice skating, tobogganing, sledding, slacklining, nerf games, wrestling in the sand, and team sports.

2. I understand and acknowledge that Club activities may be physically and emotionally demanding and may include activities in rugged and difficult terrain in all extremes of weather, without immediate access to emergency medical services. I understand that rescues may take a long time, and that all medical and rescue costs are my responsibility. I understand that during my participation in a Club activity, I may be exposed to a risk of serious injury or even death from hazards including but not limited to falls, avalanches, ice falls, rock falls, lightning, flash flood, river currents, hypothermia, frostbite, insect stings, dog bites, wild animals, and accidents. I understand that equipment may fail and that such failure may cause or contribute to my injury or death. I acknowledge that the organizers cannot foresee all of the risks and hazards associated with participating in Club activities. I understand that the risks listed above are not exclusive of all possible risks inherent to Club activities, and agree that the above list in no way limits the extent or reach of this Agreement.

3. I acknowledge that the coordinators of the Club's activities are not all wilderness first responders. I acknowledge that they may not have completed an outdoor leadership course or wilderness training or experience, and that they assume some responsibility for my safety and my child's safety and wellbeing, but ultimately can not be held liable if a child or participant chooses to not follow rules and guidelines. I'm aware Melissa Slayton is a wilderness first responder and her staff are CPR certified and have first aid training as well as a fingerprint card. However, ultimately, no matter what rules and boundaries are given the participant makes their own decisions. Honeybee's Adventure Time is not liable.

4. I understand that physical activities and the use of equipment are potentially hazardous. I also understand that fitness and recreation activities

involve a risk of injury, heart attack and even death, and acknowledge that I am voluntarily participating in these activities and using equipment with knowledge of the dangers involved. I freely and voluntarily assume all risks of injury or death associated with my participation in any of the Club's activities and in doing so, I understand that I will be solely responsible for any loss, injury or damage I may sustain, or that any child and/or pet that accompanies me in such activity may sustain.

5. In consideration of being allowed to participate in the activities organized by the Club, I do hereby waive, release and forever discharge the Club, its officers, volunteer coordinators, members, guests, agents and representatives (collectively, the "Released Parties") from any and all responsibility or liability whatsoever for accident, illness, injuries (including death), loss or damages resulting from my participation in or use of equipment in any Club activity.

6. I agree to assume all risks of personal injury and death that may occur while I am en route to and from the activity location and at all times while engaged in Club activities and events, whether or not under the direct supervision of Club officers, volunteer coordinators, members or representatives. I acknowledge that the Club does not provide transportation to and from the activity location and that I must make my own private arrangements for my transportation. If I carpool with other participants in a particular event, then I do so entirely at my own risk and without any right to claim against the Released Parties for any loss, damage, or personal injury that I may suffer. I agree to assume all of the risks and responsibilities associated with my transportation to and from the activity location.

7. I acknowledge that the Club is a voluntary organization. I understand the organization carries liability insurance, but not accident, or health insurance of any kind. I understand that it is recommended by the Club that I carry extended health insurance in case of injury.

8. I understand that I can reduce the risks associated with any activity by paying careful attention to my environment, my physical and emotional state, and the condition of all safety-related clothing and equipment, and by participating only in those activities that are within my capabilities. I hereby covenant with the Club that I will not engage in any activity unless I have considered it carefully, believe it to be within my physical and mental capability, and accept responsibility for all related risks. I acknowledge that my safety is my personal responsibility and depends upon my alertness and my use of good judgment. I agree and covenant with the Club that if at any time I believe conditions for any event to be unsafe, I will immediately discontinue my participation in such an event.

9. I hereby declare myself to be physically fit and suffering from no condition, impairment, disease or illness that would prevent or impair my participation in any activity in which I take part. I acknowledge that I have been informed of the need for a physician's approval for my participation in certain activities. I also acknowledge that it has been recommended by the Club that I have a regular physical examination and consultation with my physician as to physical activity, exercise, and use of equipment so that I can obtain his/her recommendations concerning my fitness to participate in Club activities. I hereby represent and warrant to the Club that I have had a physical examination and been given my

physician's approval to participate, or that I have decided to participate in the activity without the approval of my physician and do hereby assume all responsibility for such participation.

10. I understand that I may assist other participants to the best of my ability if they appear to need such assistance, but only if, and for so long as, I can do so (in my own judgment) without unreasonably endangering myself. I further understand that I have no legal obligation to assist, and that neither my fellow participants nor any other member or guest of the Club, including any of the Released Parties, has any legal obligation to render assistance to me. I hereby release, waive and discharge any of the Released Parties who administers first aid, with or without first aid training, from liability for any loss, damages or personal injury whatsoever which I may suffer as a result of such efforts on my behalf.

11. I agree to indemnify and hold harmless the Released Parties from and against any and all liability for any property damage or personal injury to any third party resulting from my activities and my participation in any activity offered by or associated with the Club.

12. In entering into this Agreement I am not relying on any oral, written or visual representations or statements made by the Club, its officers, volunteer coordinators, members, agents or representatives to induce me to participate in any activity or event organized by the Club.

13. I agree that this Agreement will be binding upon me and upon my heirs, executors, next of kin, executors, administrators, personal representatives, successors and assigns.

14. I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of Arizona.

15. I hereby represent and warrant that I am of the full age of eighteen (18) years, and that I have read and understand this Agreement prior to signing it and understand the rights that I am waiving hereunder, and that I knowingly and intentionally sign this Agreement.

EXECUTED in the presence of:

\_\_\_\_\_

Child's/ Children's Name/s:

Applicant's Signature:

Witness:

Applicant's Printed Name:

Date:

Date: