



EverWild by Kym LLC

561-905-8561 | EverWildbyKym.com

Participant Name: _____

Date of Birth: _____

Address: _____

Phone: _____

Email: _____

Emergency Contact Name & Phone: _____

1. Acknowledgement of Risk

I, the undersigned, acknowledge and understand that participation in hunting, hiking, and guided outdoor activities involves inherent risks, including but not limited to:

- Slips, falls, encounters with wildlife, adverse weather
- Terrain hazards, firearms discharge, physical exertion
- Vehicle or equipment accidents

I understand that these activities can result in serious injury or death.

2. Assumption of Risk

I voluntarily assume all risks associated with my participation in these activities, whether known or unknown, and whether caused by the negligence of the tour operator, its employees, guides, agents, or otherwise.

3. Waiver and Release of Liability

In consideration of being permitted to participate in the above activities, I hereby release, waive, discharge, and hold harmless EverWild by Kym LLC, its owners, employees, volunteers, and agents ("Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to



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any loss, damage, or injury, including death, that may be sustained by me or my property.

4. Medical Treatment

I authorize the Released Parties to obtain emergency medical treatment for me if necessary and agree to be responsible for any associated costs.

5. Firearm and Equipment Use (If Applicable)

I understand that use of firearms or hunting equipment carries additional risks. I certify that I am legally allowed to possess and use a firearm in the State of Florida and will follow all safety instructions.

6. Compliance with Rules

I agree to follow all instructions from guides and comply with all applicable federal, state, and local laws, including Florida Fish and Wildlife Conservation Commission regulations.

7. Indemnification

I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including attorney's fees, that they may incur due to my participation in these activities.

8. Binding Agreement

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision is held invalid, the remainder shall remain in full force and effect.

9. Photography/Media Release

"I consent to the use of any photographs or video taken of me during the activities for promotional or



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educational purposes, without compensation and without further approval."

10. COVID-19 or Infectious Disease Waiver

"I acknowledge that participation may expose me to infectious diseases, including but not limited to COVID-19. I agree that the Released Parties are not liable for any illness, injury, or damages resulting from such exposure."

11. Arbitration Clause

"Any dispute, claim, or controversy arising out of or relating to this agreement shall be resolved by binding arbitration in Palm Beach County, Florida, in accordance with the rules of the American Arbitration Association."

12. Insurance Acknowledgement

"I acknowledge that I have been advised to carry personal health and accident insurance. I understand that the Released Parties do not provide insurance coverage for participants."

13. Minor Participant Guardian Clause

"I am the legal parent or guardian of the minor participant named above. I consent to their participation and agree to all terms of this waiver and release on their behalf."

Signature of Participant: _____

Date: _____



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Parent/Guardian Signature (if under 18): _____

Date: _____