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Release of Liability, Waiver of Claims and Assumption of Risks and Indemnity Agreement

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident, injury or death. **Please read carefully.**

I acknowledge that directly or indirectly, I have requested to participate in activities hosted by Environmental Team.

Description of Activities

In this agreement "Yushido Adventures" include but are not limited to hiking in natural environments (including wetlands), running, wading, climbing, geo-caching, swimming, paddling, and tubing.

Acknowledgement – Safety

I acknowledge that I am solely and entirely responsible for my own safety at all times while participating in Yushido Adventures. I am aware that the physical exertion required of Yushido Adventures and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that my mental and physical health are in a condition compatible with participating in Yushido Adventures and that I should seek medical advice if I know or suspect that my condition may be incompatible with Yushido Adventures.

I acknowledge that I am not under the influence of alcohol, nor am I under the influence of any drugs, including prescription, illegal or over-the-counter medication, which could impair my ability to participate in Yushido Adventures. If I am taking medication, I affirm that I have seen a physician and have approval to participate in Yushido Adventures while under the influence of medication. I acknowledge that I am at least eighteen years of age.

Assumption of Risks

I understand that these Yushido Adventures and services have an inherent level of risk of injury, personal property damage, and possible death.

I am aware that participating in these activities involve risks, dangers and hazards including, but not limited to: changing weather conditions; variation or steepness in terrain; loss of balance; variation or changes in terrain surface including holes, depressions, loose gravel, exposed rock, mud, earth and other natural objects; streams, creeks, lakes, rivers and wetlands; trees, tree wells, tree stumps, forest deadfall or other natural or man-made objects; encounters with wildlife; travel on highways and back country roads, collision with persons or vehicles; nightfall; becoming lost or separated from the guides or other participants; failing to act safely or within one's ability or stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF ENVIRONMENTAL TEAM, INCLUDING THE FAILURE ON THE PART OF ENVIRONMENTAL TEAM TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF Yushido Adventures.

The terrain used for Yushido Adventures may be uncontrolled, unmarked and not inspected. Communication in the remote terrain which is sometimes used for Yushido Adventures is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I acknowledge that even if I follow all appropriate practices and procedures there is still a risk of injury or death.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH Yushido Adventures AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of Environmental Team allowing me to participate in Yushido Adventures, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To waive any and all claims that I have or may have now or in the future against Environmental Team and to release Environmental Team from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, whether foreseen or unforeseen, as a result of my use of the facilities and my participation in Yushido Adventures, due to any cause whatsoever, including gross negligence, breach of contract, or breach of any statutory or other duty of care.
2. To hold harmless and indemnify Environmental Team from any and all liability for any property damage or personal injury to any third party resulting from my participating in Yushido Adventures.
3. The Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
4. The Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Florida, without reference to principles of conflicts of law.
5. THE PARTIES HEREBY AGREE TO AND EACH HEREBY DO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ARISING OUT OF THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES.
6. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions in this Agreement are determined to be invalid or contrary to any existing or future law, that invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.
7. Although other participants in Yushido Adventures and land owners of properties accessed in Yushido Adventures are not parties to this Agreement between myself and Environmental Team, I hereby agree on behalf of myself, my heirs, executors and assigns to waive any and all claims, hold harmless and indemnify other participants and/or property owners, their officer(s), agents, employees, volunteers and assigns, from and against any and all claims, actions or damages whatsoever arising from my participation in Yushido Adventures.
8. By signing below I am giving Environmental Team the right to take and use photos/videos taken during the activities for use by Environmental Team for promotion purposes.

This release shall remain in effect for 365 days from the date of signing unless specifically revoked in writing.

I am not relying upon any oral or written representations or statements made by Environmental Team with respect to the safety of Yushido Adventures other than what is set forth in this Agreement. I acknowledge that Environmental Team has not made any representations as to the safety of Yushido Adventures.

I confirm that I have read, been fully informed, and understand this Agreement prior to signing it, and I am aware that by signing this Agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against Environmental Team.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN UNTIL YOU HAVE READ AND FULLY UNDERSTAND ITS CONTENTS. PLEASE COMPLETE ENTIRE FORM.

Date of Signing: ____/____/____ (month/day/year)

Signature of Participant : _____

Print Full Name of Participant: _____

Date of Birth: ____/____/____ (month/day/year)

Address: _____ City: _____ State: _____ Zip: _____

Telephone Number: _____

For participants of a minority age, I hereby certify that I, as parent/guardian with legal responsibility for this minor, do consent and agree, to his/her release of Environmental Team, other participants, and property owners, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify Environmental Team, other participants, and property owners from any and all liabilities incident to this minor's participation in these Yushido Adventures.

Signature of Parent/Guardian if Participant is under 18 years of age

For Environmental Team Use Only

Witness Signature: _____

Print Name of Witness: _____