PASSING ALONG THE HERITAGE

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

912 Tracey Lane • Brighton, MI 48114
810-813-3307
www.passingalongtheheritage.com

Please read and be certain you understand the implications of signing.

I, _____**(Please print first name, middle initial, and last name)** do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with the recreational activities generally described as **overnight camping, outdoor related activities, bonfires, weather-related health risks, and hunting and/or shooting** of which I am about to engage in. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, and/or encountering objects either natural or man-made.
4. My own negligence and/or the negligence of others, including but not limited to decision making including misjudging terrain, weather, trails, or route location.
5. Attack by or encounter with poisonous and non-poisonous plants, insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being permitted to participate in the activity (ies) described above and related activities, I here agree, acknowledge and appreciate that:

1.I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

PASSING ALONG THE HERITAGE "P.A.T.H." FOUNDATION, ALL EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, TRUSTEES AND SHAREHOLDERS

2.To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3.By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4.By entering into this Agreement, I agree to release any claim I may have and/or any property right I may possess in my person and agree to allow P.A.T.H. unrestricted use of any video, photo, audio and/or visual components/mediums captured before, during or after the event in which I may appear.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING, AND I SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/_____ _____ _____
Signature of Adult Participant | Printed Name of Adult Participant | Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent, guardian and/or temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liability incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/_____ _____ _____
Signature of Parent or adult legal guardian if | Printed Name of Parent or Adult Legal Guardian | Date

Participant is a Minor, and by their signature,
They on my behalf release all claims that both they and I have _____ _____
Printed Name of Minor | Date