**WILD NATURE HEART**

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Wild Nature Heart, its owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “WNH”), I hereby agree to release, indemnify, and discharge WNH, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that going walking, hiking, camping and/or backpacking in nature entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; and improper lifting or carrying.

Furthermore, WNH employees have difficult jobs to perform. While WNH guides are certified wilderness first responders and they seek safety, they are not infallible. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WNH from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WNH equipment or facilities, including any such claims which allege negligent acts or omissions of WNH.
3. Should WNH or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate 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 myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that the lessee file a cause of action against WNH, the lessee agrees to do so solely in the state of California, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WNH on the basis of any claim form which I have released them herein.**

**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.**

Signature of Participant­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print minor’s name) (“Minor”) being permitted by WNH to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WNH from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_