

PLEASE READ BEFORE SIGNING

**BAYMOUNT OUTDOOR ADVENTURES INC.
WARRANTY AND CONSENT
ASSUMPTION OF RISK
RELEASE & WAIVER OF LIABILITY
INDEMNITY AGREEMENT**

IN CONSIDERATION of allowing me to participate in the program, related events and activities of Baymount Outdoor Adventures Inc.,

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in this program, and that I am fit to participate in this program, and
3. I understand that all applicable rules for participation and guides' directions must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. I will immediately notify the nearest guide if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or leaseholders of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel, (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and
4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

5. an UNDERSTANDING that if it becomes necessary to change, alter or cancel all or portions of the tour for reasons of safety, inclement weather or for any other reason, Baymount Outdoor Adventures Inc. will not be held in any part liable. I understand that Baymount Outdoor Adventures Inc. reserves the right to withdraw or refuse service to any applicant/client at any time.

6. an AGREEMENT that any pictures or video in which I appear may be used for the purpose of publicity, promotion or advertising.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

PLEASE PRINT INFORMATION:

Printed Name: _____

Printed Name: _____

Address: _____

Address: _____

City: _____

City: _____

Prov./State: _____

Prov./State: _____

Postal Code/Zip: _____

Postal Code/Zip: _____

E-Mail: _____

E-Mail: _____

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARTICIPANT

DATE: _____

DATE: _____

PRINTED NAME OF WITNESS

SIGNATURE OF WITNESS