

**PLEASE READ BEFORE SIGNING**  
**BAYMOUNT OUTDOOR ADVENTURES INC.**  
**WARRANTY AND CONSENT OF PARENT/GUARDIAN and MINOR**  
**ASSUMPTION OF RISK**  
**RELEASE AND WAIVER OF LIABILITY**  
**INDEMNITY AGREEMENT**

IN CONSIDERATION of allowing my minor child/ward, children/wards to participate in the program, related events and activities Baymount Outdoor Adventures Inc.

**I WARRANT TO YOU THAT:**

1. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward, children/wards and
2. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
3. I believe my minor child/ward, minor children/wards to be physically, emotionally and mentally able to participate in this program and
4. I understand, and will instruct my minor child/ward, minor children/wards 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/or my minor child/ward, minor children/wards and
5. I will immediately notify or instruct my minor child/ward, minor children/wards to notify the nearest guide, if at any time I/they sense or observe any unusual hazard or unsafe condition or if I/they feel that they have experienced any deterioration in physical, emotional or mental fitness for continued participation in the program.

**I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MY MINOR CHILDREN/WARDS, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:**

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by my minor child/ward, minor children/wards 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 organization 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 of my minor child/ward, minor children/wards in the program, 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 and

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/we understand that Baymount Outdoor Adventures Inc. reserves the right to withdraw or refuse service to any applicant/client at any time and

6. an AGREEMENT that any pictures or video in which I and/or my minor child/ward, minor children/wards appear may be used for the purpose of publicity, promotion or advertising.

I HAVE READ THIS DOCUMENT THOROUGHLY. I HAVE READ IT TO MY MINORS/WARDS.  
I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY MINOR CHILD'S/WARD'S, MINOR CHILDREN/WARDS' PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I AND/OR MY MINOR CHILD/WARD, MINOR CHILDREN/WARDS WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

\_\_\_\_\_  
printed name of parent/guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE OF MINOR

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Age      printed name of minor

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SIGNATURE OF MINOR

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Age      printed name of minor

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Age      printed name of minor

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SIGNATURE OF MINOR

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Age      printed name of minor

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
printed name of witness