

**HIKING TOUR RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,  
IDEMNITY AND DECLARATION OF FITNESS AGREEMENT**

Please read and be certain you understand the implications of signing Assumption of Risk Associated with Hiking and Related Activities

I, \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hiking.

1. Falling, causing broken bones, severe injury to the head, neck and back which may result in severe impairment or even death.
2. An "act of nature", including but not limited to rock fall, inclement weather, thunder and lightning, severe or varied wind, temperature and other weather conditions.
3. Risks associated with crossing, climbing or down climbing rock.
4. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of ExploreAFoot.
5. Cold weather and heat related injuries and illness including but not limited to frost bite, hypothermia, heat exhaustion, heat stroke, sunburn and dehydration.
6. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
7. Attack by or encounter with insects, animals and/or wildlife.
8. Fatigue chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
9. My sense of balance, physical coordination, and ability to follow instructions.

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 for being permitted to use the rental equipment, I hereby 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: ExploreAFoot. To release the releasees, their officers, directors, employees, representatives, agents and volunteers 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 releases or otherwise. By executing this document, I agree to hold the releases 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 the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other then what is set forth in this Agreement. 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. Declaration of Fitness Agreement Furthermore, I hereby declare that I am physically fit and that I have no physical or mental condition(s) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

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

Name: \_\_\_\_\_ (Please print)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_