



**Expedition team member
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS
RELEASE AND INDEMNITY AGREEMENT**

In consideration of Great Outdoors Academy furnishing services and/or equipment to enable me to participate in whitewater rafting, canoeing, kayaking, camping, biking, swimming or _____, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of whitewater rafting, canoeing, rock climbing, backpacking, camping, biking, swimming or _____ activities, (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Great Outdoors Academy; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route locations, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether causes in whole or in part by the negligence or other conduct of the owners, agents officers or employees of Great Outdoors Academy, or by any other person. I understand that writing, photography and illustration created by expedition team members and photographs of expedition team members may be used in GOA marketing material.

I, on behalf of myself, my personal representative and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Great Outdoors Academy and its, agents, officers, board members and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of whitewater rafting, canoeing, kayaking, camping, biking, swimming or _____ activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, board members, officers or employees of Great Outdoors Academy.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Great Outdoors Academy or its agents is a party shall be Salt Lake City, Utah. The parties agree to settle any and all disputes: (i) by mediation; and (ii) in the event mediation is unsuccessful, by final and binding arbitration through arbitration service selected by GOA.

I HAVE READ THE ABOVE WAIVER AND AS LAWFUL CONSIDERATION for being permitted by Great Outdoors Academy to participate in the referenced Activity, I (we) do hereby RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF OR PROSECUTE, AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Great Outdoors Academy, and all of their officers, directors, members, organizations, agents and employees of any injury or death caused by or resulting from my participation in the Activity described above, WHETHER OR NOT SUCH INJURY OR DEATH WAS CAUSED BY THEIR NEGLIGENCE OR FROM ANY OTHER CAUSE. If expedition team member is under the age of eighteen at the time this document is signed, at least one parent must sign the release in addition to the expedition team member's signing. The parent must also sign the additional provision below.

Expedition Team Member signature

Date

Print name here

Date of Birth and Age

Parent or Guardian signature

Date

Print name here