



EARTHWALKERLLC.com

## Acknowledgement of Risk

Earthwalker is a company that provides guiding, instruction, and therapeutic services which does business under the name "Earthwalker LLC." As used in this document, the words "Earthwalker" means the business and any entity against which liability might be asserted, as well as the directors, owners, instructors, guides and other employees and agents of Earthwalker.

Although Earthwalker has taken reasonable steps to provide appropriate equipment, guiding, counseling and skilled instruction we wish to remind you that classes are not without risk. Certain risk cannot be eliminated without compromising the unique character of classes. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury, illness or in extreme cases death. We do not want to frighten the participant or reduce enthusiasm for such activities, but it is important to be informed of inherent risks.

Among these risks are the following:

- the nature of the activity itself: (camping, hiking, swimming, backpacking, practicing in wilderness survival skills, "life-skills" building, counseling, psychotherapy, traveling, being exposed to);
- inclement weather;
- injury from cutting or chopping;
- contact with fire;
- consumption of food or drink (supplied food or otherwise);
- contact with plants or animals;
- the acts or omissions, negligent in any degree of Earthwalker, it's agents or employees, and other persons or entities;
- latent or apparent defects or conditions in equipment supplied by Earthwalker or other persons or entities;
- use or operation, by myself or others, of equipment supplied by Earthwalker, or other persons or entities;
- acts of other participants in this activity, employees supplied by Earthwalker, or other entities;
- my own physical condition, or my acts of omission;
- condition or roads, trails, waterways or terrain, and accidents connected with their use;
- first-aid, emergency treatment, or other services rendered;
- hazards as you travel out of the city, state or even country

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, know and unknown, identified or unidentified, anticipated or unanticipated, may result in damage to myself, to my property or to spectators or third parties. **My participation is voluntary, and I elect to participate in spite of risks. I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, for bodily injury, and any loss in participating in this activity.**

Should Earthwalker, or anyone acting on their behalf, be required to incur attorney's fees to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estates and for all members of my family.

Signature of Participant: \_\_\_\_\_ (Parent or Guardian if Participant is under 18)

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