

8 W.A.Y.S. Academy LLC Liability Waiver

Participant Agreement, Release and Assumption of Risk

In consideration of the services of 8 W.A.Y.S. Academy LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge 8 W.A.Y.S. Academy LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping, backpacking and animal tracking that I may be involved with entails known, unknown, and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Furthermore, 8 W.A.Y.S. Academy LLC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I expressly agree to accept and comply with all rules and regulations set by 8 W.A.Y.S. Academy LLC. I understand that my lack of compliance may result in immediate removal from 8 W.A.Y.S. Academy LLC's facilities, and will disqualify me from participating in future events sponsored by 8 W.A.Y.S. Academy LLC.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless 8 W.A.Y.S. Academy LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of 8 W.A.Y.S. Academy LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of 8 W.A.Y.S. Academy LLC.**

5. Should 8 W.A.Y.S. Academy LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against 8 W.A.Y.S. Academy LLC, I agree to do so solely in the state of Louisiana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against 8 W.A.Y.S. Academy LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name _____

Address _____

Phone _____ Date _____