

## 8 W.A.Y.S. Academy LLC. Liability Waiver (Child or Minor)

### 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 my child 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 that my child may be exposed to in this activity. My child's participation in this activity is purely voluntary, and I elect to allow him / her to participate in spite of the risks.

3. I expressly agree to accept all rules and regulations set by 8 W.A.Y.S. Academy LLC and I expressly agree to be responsible for and administer all rules and regulations set by 8 W.A.Y.S. Academy LLC over my child. I understand that my child's lack of compliance may result in both my child and I being immediately removed from 8 W.A.Y.S. Academy LLC's facilities, and may disqualify both my child and myself from future participation in 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 child's participation in this activity or my child's 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 my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to my child. I further certify that I am willing to assume the risk of any medical or physical condition my child 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 child's 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.**

Printed name of Child \_\_\_\_\_ Relationship to Child \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_