

# Wilderness Experiences Unlimited & Westfield Water Sports

## The Challenge Adventure Specialists

**PLEASE FILL OUT FRONT AND BACK**

**ASSUMPTION OF RISK**

- Climbing & Trekking**
- Outdoor Workshop**
- Swimming Workshop**
- SCUBA**
- Paddling**

**Printed Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**\*\*Both sides of this form must be filled out completely and signed to be valid!\*\***

Welcome to W.E.U., Inc. and/or Westfield Water Sports, LLC, ("WEU"). In the interest of allowing WEU to exist and to serve its community of outdoor enthusiasts without fear of liability, we ask you to join in this contract. The first part is for you to acknowledge that you understand the risks involved in the activity that you checked off to the left; the second part is a release of liability. We will allow a full refund if you choose not to participate.

\*I understand and accept that the Activity checked above, and moving on, through, over or under the areas where the Activity will be performed exposes me to many hazards. Some of these dangers and risks may include, without limitation:

<h1 style="font-size: 2em; margin: 0;">Event Waiver</h1>	Climbing & Trekking	Outdoor Workshop	Swimming Workshop	SCUBA	Paddling
Environmental hazards including boulders, trees, other obstacles, loose rock, dirt and other similar obstacles.	√	√		√	√
Climbing in unfamiliar and sometimes steep areas.	√	√			√
Using ropes and other climbing equipment	√	√			√
Rescue attempts	√	√	√	√	√
Hiking or walking in rugged terrain including, without limitation, slippery rocks	√	√		√	√
Injuries inflicted by animals, insects or plants	√	√		√	√
Accidents or illness in remote places without medical facilities	√	√	√	√	√
Man-made objects in program areas, but not limited to ropes, bridge pilings and metal junk & injury caused by such objects	√	√	√	√	√
Carrying climbing and other equipment	√	√		√	√
The forces of nature including lightning, weather changes, rain & ice and other weather hazards	√	√	√	√	√
The physical exertion associated with climbing and hiking in challenging terrain	√	√		√	√
Exposure, hypothermia, frostbite, discomfort, misadventure and other similar injuries	√	√	√	√	√
Possible physical injury or illness, in or out of water, broken bones, sprains, strains, dislocations, avulsions, punctures, abrasions, burns, back & head injuries and other injuries not mentioned specifically.	√	√	√	√	√
Travel in vehicles not driven by me	√	√	√	√	√
Accidents or injury caused by others and / or the forces of nature	√	√	√	√	√
The hazards of exercising, traveling or playing in the water		√	√	√	√
Water hazards / hypothermia / drowning / heart problems / sickness and other water related hazards		√	√	√	√
Swimming / floating in unfamiliar and sometimes turbulent waters		√	√	√	√
Using paddles, ropes and other Swimming equipment		√	√	√	√
Walking in slippery terrain, including decks, stairs, and pool edges		√	√	√	√
Injuries inflicted by canoes or kayaks and other equipment			√	√	√
The physical exertion associated with paddling and swimming in water or rapids and carrying canoes or kayaks on land			√	√	√
Mechanical breakdown and / or many others not listed specifically			√	√	√
Exposure to cold water, hypothermia, currents, vertigo, disorientation and or dangerous aquatic life			√	√	√
Exposure to underwater hazards and surface hazards			√	√	√
Exposure to blacking out under water, loss of judgment, panic and other underwater physiological hazards			√	√	√
Dangers associated with getting in and out of water craft, as well as slippery rocks, glass and other typical SCUBA hazards			√	√	√
Manufacturer's defects in SCUBA equipment which may affect your safety and well being				√	
Complications associated with pressure on ears, hearing loss, pain, balance, sinus problems and other atmospheric hazards			√	√	
Reoccurring, re-injuring, or causing back problems, pain or injury and other similar problems	√	√	√	√	√
Heart, circulation and breathing difficulties as well as other physiological problems	√	√	√	√	√
Problems with allergies, medications, reaction times, headaches and others not mentioned	√	√	√	√	√
My own negligence, which may place me jeopardy such as running out of air.				√	

I acknowledge that the enjoyment and excitement of the Activity is derived in part from the inherent risks incurred by this Activity beyond the accepted safety of life at home or work. These inherent tasks contribute to such enjoyment and are a reason for my participation. I am solely responsible for the decision to participate and to continue with this Activity. I expect you to rely on my statement that I have submitted my health history to you and that I have been cleared by my physician to undertake this type of Activity. I assume these risks and understand my responsibility in the decision-making. I agree to obey all W.E.U. rules and the guidelines of the Instructors conducting the Activity.

## Release & Waiver

I, the undersigned participant/ parent hereby acknowledge that I have read the **Assumption of Risk** statement on the preceding page and that I fully understand that there are certain elements of danger and risk involved in the Activity that I have checked off on the preceding page. I understand that these elements of danger are beyond the control of the Instructors and/or Staff of Wilderness Experiences Unlimited, Westfield Water Sports, and/or S & L Cook LLP, (individually and collectively referred to as "W.E.U.Inc."), and that participating in any Activity and / or workshop, lesson, party or any other activity entails unavoidable risks of loss of life, loss of personal property, and/or personal injury and/or loss or damage to property.

In consideration of W.E.U. furnishing services to enable me to participate in the Activity, I hereby assume all risk of injury or loss of life to myself / my child and loss or damage to property arising out of my participation in such Activity including hazards associated with any defect in a manufacturer's product. I specifically release W.E.U., Inc., Westfield Water Sports, S & L Cook LLP from any and all liability, including negligence, (active or passive), as to any action or claim to relief that may accrue either to me or to my heirs or personal representatives for any such injury, loss of life or loss of or damage to property which I may suffer while participating in such Activity, including activities preliminary or subsequent thereto.

I further hold W.E.U., Inc., Westfield Water Sports, S & L Cook LLP harmless from any and all liability, actions, causes of actions, debt claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my course or participation in any other activity thereto.

I further understand that W.E.U., Inc., Westfield Water Sports, and S & L Cook, LLP carry no medical insurance for the protection of participants in any Activity, and any insurance coverage existing with respect to W.E.U., Inc. shall not alter the terms of this **WAIVER** nor shall it impose any liability on W.E.U., Inc., Westfield Water Sports, and/or S & L Cook, LLP, it's agents, owners, staff or any subcontracted persons.

I hereby grant W.E.U., Inc., Westfield Water Sports, and S & L Cook, LLP the right to use for promotional purposes, any photographs taken by them, of me, during my participation in any of their or its programs.

**I HAVE CAREFULLY READ THIS AGREEMENT, (consisting of both the Assumption of Risk Agreement and the Release & Waiver), AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.**

<b>Date:</b>	<b>Participant's Signature:</b>	<b>Print Participant's Name:</b>	
<b>Date:</b>	<b>Parent or Guardian's Signature - (if Participant under age 18):</b>	<b>Print Parent or Guardian's Name:</b>	
<b>Describe <u>Medical Conditions</u> of Participant:</b>			
<b>Emergency Contact:</b>		<b>Emergency Phone:</b>	
<b>Dates Attending Activity:</b>	<b>FROM:</b>	<b>TO:</b>	
<b>Participant's Date of Birth:</b>	<b>Home Phone:</b>	<b>E-Mail Address:</b>	
<b>Address of Participant, (Street):</b>	<b>Town:</b>	<b>State:</b>	<b>Zip:</b>

Your Adventure. Begins with Our Experience!