

# Wilderness Experiences Unlimited & Westfield Water Sports

## The Challenge Adventure Specialists

**PLEASE FILL OUT THE BACK ASSUMPTION OF RISK**

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

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

**Signature:** \_\_\_\_\_

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="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.

Wilderness Experiences Unlimited & Westfield Water Sports

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

\*\*\*READ BEFORE SIGNING\*\*\*

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities (hereafter called the Program), I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. These risks include but are not limited to: Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. I agree to wear any necessary safety equipment provided to me and recognize that failure to do so increases the potential for severe injury or death and absolves the RELEASEES from any liability whatsoever.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Program.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the (Releasees) to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others in the program and have not been advised otherwise by a qualified medical person.

5. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Wilderness Experiences Unlimited & Westfield Water Sports its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, permit grantors, independent contractors, sub-contractors and, if applicable, owners and lessors of premises used to conduct the Program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

Print Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

Emergency contact name and phone #: \_\_\_\_\_

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

[Redacted Signature]

Participant's Signature

\_\_\_\_\_ Age

\_\_\_\_\_ Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents due to my minor child's involvement or participation in these Programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

[Redacted Signature]

Parent/Guardian Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Emergency Phone Number(s)