



Kindled Embers' ADVENTURES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, MEDICAL RELEASE OF LIABILITY

Please read and be certain you understand the implications of signing. Express Assumption of Risk Associated with Recreational Activities lead by Kindled Embers Adventures, LLC("KEA"). I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as but not limited to rental of equipment and transportation associated therewith in which I am about to engage. Inherent hazards and risks include but are not limited to: camping, hiking, kayaking, canoeing, rafting, boating, floating swimming, camping, lodging, food services, and other related outdoor activities, I, the undersigned, acknowledge and agree as follows: I must obey and read all of KEA's outdoor adventure's rules and regulations as well as read and agree to the following Waiver and Release. I also acknowledge that outdoor adventures entail inherent risks such as death, injury and damage to property. Those risks include, but are not limited to, death, injuries and damages resulting from the following:

1. The risk of injury from the activity and equipment utilized is significant including the potential for permanent disability, drowning or/and death.
 2. The risk of injury could include but not limited to: head trauma, spinal cord injuries, broken/fractured bones, falls, slips, collisions or other such accidents that occur while participating in outdoor adventures, whether caused by me or others;
 3. The risks and dangers may include but are not limited to, the following;
 - Walking on unlevelled and natural surfaces, Hazards of traveling on a canoe, raft, kayak or other devices used for floating, in normal, rough or flooded river conditions and in variable weather conditions;
 - Hazards of jumping, diving or being thrown into unfamiliar water with submerged hazards, undercut rocks and logs, rocks and manmade hazards;
 - Hazards of being pinned against trees, rocks, roots or other objects;
 - Contact with paddles, helmets, other guests, food boxes, coolers, or other containers or objects
 - Hazards of walking, riding or biking in rough terrains.
 - Strains or sprains; fractures or punctures; partial and or total paralysis; death; drowning
 - Accidents; loss or damage to personal property; slips and falls;
 - Snake and insect bites, bee stings, allergic reactions to plants such as poison ivy; • Illnesses/viruses, sickness, airborne pathogens, water borne illnesses, pandemics, or any other illness not specifically mentioned
 - Injuries in remote places without nearby medical attention or facilities
- ; • Failure or lack of communication equipment;
- Entrapment in caves; falls or jumps from manmade and natural cliffs or bluffs;
 - Hazards of entering and leaving the canoe, boat, raft or other floatation device
 - Hazards of loading or unloading people or materials from vehicles or boats
 - Hazards of the forces of nature, including wind and lightning;



- Falling limbs or trees;
 - Problems or hazards related to travel by automobile, bus, ATV or any other conveyance
 - Eye injuries including blindness
 - Heat Stroke, Heart Attack, Stroke
4. Possible equipment failure and/or malfunction of my own or others' equipment.
 5. The exposure to elements, excessive heat, hypothermia, impact of the body upon the snow, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
 6. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
 7. Attack by or encounter with insects, reptiles, and/or animals.
 8. Accidents or illness occurring in remote places where there are no immediately available medical facilities.
 9. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
 10. I/we, assume all risks associated with the preparation of food products supplied under this Agreement, including matters of health and safety associated thereof. I/we do hereby release, waiver, discharge, and covenant not to sue Kindled Embers' Adventures that could result in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under this Agreement

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. Release of Liability, Waiver of Claims , Indemnity Agreement, and Medical Release In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following Kindled Embers' Adventures, (herein referred to as "KEA"):

2. To release KEA, their officers, directors, employees, contractors, representatives, agents, and volunteers, vessels, and its parent and subsidiary affiliates from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the or otherwise. By executing this document,



3. I agree to hold the KEA harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.

Signature of Adult Participant
(If younger than 18 years of age, guardian
Needs to sign)

Date

Print name of Adult Participant



Kindled Embers' ADVENTURES PHOTO RELEASE

I hereby give Kindled Embers' Adventures the right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) in connection with the activity (ies) through the Company's business, products and/or services, including but not limited to for advertising, for publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness ("Results"). I waive any right to further compensation. 4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the KEA, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Signature of Adult Participant
(If younger than 18 years of age, guardian
Needs to sign)

Date

Print name of Adult Participant