

## **The Last Environment LIABILITY RELEASE FORM**

Please review the following liability Release form prior to signing -up for a trip.

### Acknowledgement & Assumption of Risks

The Last Environment (TLE) maintains high levels of training and employs experienced guides and activity leaders whose primary focus is client safety. However, outdoor activities may involve risks, hazards, and dangers. Some risks are inherent in the activities and can not be eliminated or reduced. These inherent and other risks, hazards, and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. I understand that TLE does not want to frighten me or reduce my enthusiasm for these activities, but believes that it is important for me (and my parents, if I am a minor) to know in advance what to expect and to be informed of the risks.

Some, but not all of these risks, hazards, and danger includes:

- Travel in mountainous or wilderness terrain where trails or routes may not be groomed, maintained, or controlled. While traveling in these areas, hazards may not be marked or visible; weather is changeable, unpredictable and dangerous year round; and lighting, falling rocks, snow and ice, avalanche danger, fallen timber, bee hives, wild animals; and rivers, creeks, lakes, ponds, and oceans; and other natural hazards exist.
- Equipment used in an activity may break fail or malfunction, despite reasonable maintenance and use.
- TLE staff must make various judgments and decisions as they conduct adventure activities in changing outdoor environments. These judgments are, by their nature, imprecise and subject to error. Consequently, there are risks involved in guide decision making and conduct, including, without limitation, the risk that a TLE representative may misjudge a client's capabilities, or misjudge weather, terrain, water level, river and/or terrain route location, or misjudge medical treatment.
- The potential exists that the client, other participants, or third parties (e.g. rescue squad, hospital) may act carelessly, recklessly or generally fail to exercise care.
- TLE activities may take place in remote places, several hours or days from any medical facilities, where communication and transportation are difficult and where evacuation and medical care may be delayed.
- Such other risks, hazards, and dangers that are generally associated with adventure activities.

These and other risks, hazards and dangers may result in clients (for example): 1) falling, 2) being struck, 3) colliding with objects or people, 4) experiencing vehicle collision, 5) reacting to altitudes and weather conditions. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, concussions, wounds, or other injury or illness, mental trauma, disability or death.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards, and dangers may result in injury, damage or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my

ability to participate in TLE activities that have not been disclosed to TLE. I represent that I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that TLE staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards, and dangers associated with these activities. I understand the presence of TLE personnel is no assurance of my safety or the lessening of these risks.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, and my parents(s), if I am a minor, assume and accept full responsibility for myself, for those risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by myself and them, resulting from those risks, and resulting from my own negligence.

#### Release & Indemnity Agreement

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, agree to release, indemnify and defend TLE with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees) made or brought by anyone, including a co-participant, third party, my child, or any members of my or my child's family arising out of any injury, damage, death, of other loss in any way connected with my or my child's participation in TLE activities or use of TLE equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of TLE. I understand I agree here to waive all claims against TLE, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against TLE, as a result of any injury, damage, death or other loss suffered by me or my child.

I agree that this and all other aspects of my relationship with TLE are governed by Maine State law. Further, any mediation, suit, or other proceeding arising out of or relating to my participation in TLE activities, must be filed exclusively in the State of Maine, and Maine State law shall apply. I agree to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Maine mediator. I also agree that if I, my child, or someone on the child's behalf, asserts(s) a claim or file(s) a suit against TLE, I will pay all costs and attorney's fees incurred by TLE in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that TLE is not responsible for the injury or loss.

I authorize TLE personnel to obtain or provide medical care for me/my child, or to transport me/my child to a medical facility. I further authorize TLE staff or other medical personnel to render such treatment they deem necessary for my/my child's health. I agree that TLE has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care or evacuation whether or not authorized by me.

Photo Release: I authorize TLE, and /or parties designated by TLE, to use my or my child's photo for sale or reproduction in any manner TLE desires, for advertising, display, audiovisual, exhibition or editorial use.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of the Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print name here \_\_\_\_\_

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. If I have a participating minor, I understand that my signature here includes my agreement per the terms of this Document to release any claims I may have against TLE, as a result of any injury, damage, death, or other loss suffered by my child, and to defend and indemnify TLE should my child, someone on the child's behalf, or a co-participant or third party, bring a claim against TLE, in any way connected with my child's participation in TLE activities or use of TLE equipment or facilities.

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print name here \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
Print name here \_\_\_\_\_