

## **Empire Hikes, LLC. Activity Waiver and Release Agreement**

### **Express Assumption of Risk Associated with Activities:**

I acknowledge that I fully understand the hazards and risks associated with the outdoors and recreational activities in which I am about to engage with Empire Hikes. The inherent risks include but are not limited to:

- 1) Injuries sustained from any and all outdoor activities, such as hiking, running, jumping, climbing, camping, cooking, and more.
- 2) Injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees, campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding, or otherwise.
- 3) Injuries sustained from swimming, diving, cliff jumping, impacting water, and / or water entering bodily orifices.
- 4) Injuries from hypothermia, hyperthermia, dehydration, etc., from exposure to elements such as rain, cold, excessive heat, or weather in general.
- 5) Injuries sustained due to my personal negligence and / or the negligence of others, crowds, altercations with other clients.
- 6) Injuries incurred by the use of alcohol, pharmaceuticals, illegal drugs, and the like.
- 7) Injuries or illnesses sustained from either plants or animals, such as poison ivy, poison oak, poison sumac, aggressive or biting insects, pets, wildlife, or exposure to any plants or animals present.
- 8) Accidents, injuries, or illnesses, occurring in remote or backcountry locations where immediate medical attention may not be available.

**I understand that the description of risks above are in no manner complete and that all such dangers, anticipated and unanticipated, can lead to illness, injury, disability, drowning, and death. My participation in these activities is voluntary and elect to participate in spite of the risks.**

**Initials:** \_\_\_\_\_

### **Release of Liability, Waiver of Claims, and Indemnity Agreement:**

To participate in the above mentioned activities and other activities Empire Hikes may present, I both agree and acknowledge that:

- 1) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property-whether caused by negligence or otherwise- the following named persons and entities, herein referred to as the Releasees: Empire Hikes, LLC., and Tristan D Catalano.
- 2) I hereby release the Releasees, their partners, employees, representatives, agents, volunteers or other from any and all liability and responsibility for any claims 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 Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my personal property that can ensue from engaging in the activities set forth by this document or otherwise.
- 3) I certify that I am medically fit to participate, and have made the Releasees aware of any conditions I may have in regard to the activities I am about to engage in. Furthermore, I certify that I have adequate insurance to cover any injury or damage I may cause or suffer, or else I agree to bear the costs of such injury or damage myself. I am willing to assume the risk of any medical or physical condition I may have.
- 4) By entering into this agreement, I am not relying on any oral or written representations or statements made by the Releasees other than those set forth in this agreement.

**This release shall be binding to the fullest extent permitted by law. If any provision is found to be unenforceable, the remaining provisions shall still be enforced. I have had sufficient opportunity to read this entire document. I have read and understood, and agree to be bound by its terms. I sign freely and voluntarily without inducement, coercion, or otherwise.**

**Signature of participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_ - \_\_\_\_ **E-Mail:** \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(To be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minors' name) ("Minor") being permitted by Empire Hikes to participate in activities set forth by the above agreement, I \_\_\_\_\_ (print guardian's name) further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

**Signature of guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PHOTO, VIDEO, AND MEDIA RELEASE FORM**

I hereby grant permission to Empire Hikes, LLC., and Tristan D Catalano, as well as their partners, employees, representatives, agents, volunteers or others to use my image, voice, or likeness in either written, typed, film, or digital media for uses including but not limited to videos, email blasts, newsletters, general publications, website articles, blog posts, brochures, or otherwise.

I waive any right to inspect or approve the above-mentioned media used in conjunction with the listed individuals, now or in the future, whether that use is known to me or unknown. I also waive any right to royalties or other compensation arising from or related to the use of the aforementioned media.

**I have read this release and fully understand its contents before signing. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing. I agree that failure to do so will be interpreted as a knowledgeable acceptance of this release. By signing this release I agree to be bound by its terms. I sign freely and voluntarily of my own accord.**

**Signature of participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**(If Under 18)**

**Signature of guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

