

WILDERNESS LEADERSHIP INSTITUTE, LLC
ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING – THIS LIMITS WLI’S LIABILITY

I, on behalf of myself and/or my child (collectively referred to as “I”, “my”, or “me”) have voluntarily chosen to participate in recreational activities and instruction and training in those activities, including but not limited to medical training, alpine guiding and training, mountaineering guiding and training, rock and ice climbing, guiding and training, hiking, backpacking, backcountry travel, glacier travel, skiing, travel near and swimming in natural or manmade bodies of water, and all instruction and travel associated with these activities (collectively, “the Activities”). I understand that my participation in the Activities poses inherent and other risks of INJURY and DEATH. The risks associated with the Activities include, but are not limited to, naturally occurring hazards and dangers of all kinds, including falls and slides; rugged, steep and uneven terrain and trails including rocks, dirt, mud, sand, vegetation, snow, ice, and cliffs; rockfall, icefall, and avalanche; snow immersion; hazards associated with bodies of water; hazards and illnesses associated with changes in weather, temperature, and altitude; lightning; wildland fire; heat and dehydration; risks posed by animals, insects, reptiles, parasites, and the diseases they may carry and transmit to humans; and potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors). The risks also include hazards and dangers associated with the use of manmade equipment, structures, vehicles, and materials, including my own or others’ misuse, defect, failure, or inadequacy of equipment. I am aware that I will be in close proximity and contact with others during the course of the Activities. I am aware that injuries may occur far from rescue personnel and that it may take rescue personnel a long time to locate and reach an injured person, or for the injured person to be evacuated and brought to medical care. Other risks include those associated with the use of all facilities, including campsites and Activities locations (collectively, “Use of the Facilities”). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the Activities or Use of the Facilities.

In consideration for being permitted to participate in the Activities and being permitted to engage in Use of the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Wilderness Leadership Institute, LLC and all of its successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, volunteers, facility landowners, parent and subsidiary companies, and affiliated companies (collectively herein, “WLI”) for injury or death resulting from my participation in the Activities or Use of the Facilities, regardless of the cause, including the alleged **NEGLIGENCE** of WLI. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** WLI for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Activities or Use of the Facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the Activities or engage in Use of the Facilities associated with WLI. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and our representatives and heirs from filing suit or making any claim for damages in the event of injury or death from my or my child’s participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my or my child’s participation in the Activities or the Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** WLI for any damages, attorney’s fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I enter into it freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives.

_____ (*Initial*) I understand and acknowledge that in engaging or participating in any of the Activities there may be risk to my personal property in which such property may be lost, damaged, stolen, or destroyed, and I agree to assume such risk.

_____ (*Initial*) I understand and acknowledge that WLI representatives and/or other participants may photograph or video the Activities and Facilities, including my participation therein. I agree that WLI may use these images and recordings in any way, including but not limited to for marketing or evidentiary purposes, without compensation or restriction.

_____ (*Initial*) I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action involving this agreement must be brought in Superior Court, California, San Diego, Central Division and will be subject to and determined under California law.

_____ (*Initial*) I understand this document is a contract, and I voluntarily sign my name of my own free will, and I completely accept all of the above provisions on my behalf.

I HAVE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Signature of Participant (if over 18) _____ Date _____

Prospective participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print Name of Participant _____ DOB _____

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____