

PARTICIPANT NAME: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, ST, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Parent Names: \_\_\_\_\_

### **WAIVER/RELEASE FORM (“AGREEMENT”)**

IN CONSIDERATION of my/the minor’s participation in SEAK (“Activity”), wherein such Activity for definition purposes shall include all modes and types of travel to or from or during the Activity, I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am/ the minor is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I/ the minor will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) ADVENTURE ACTIVITIES CAN INVOLVE SOME RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own/ the minor’s actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur/ the minor incurs as a result of my/the minor’s participation in the Activity.

3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE SEAK, Ann Marie Brezina, Julie Pruett, other SEAK members, volunteers, participants, sponsors, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by SEAK, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my/the minor’s behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I, or we, grant to the instructors, assistants, or assigned chaperons of any SEAK Activity to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if believed necessary for the minor en route to or from or at the site of any SEAK event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

I hereby authorize SEAK instructors, advisors, and volunteers to allow the use of photographs (without names) to be used for promotional purposes on the SEAK website and flyers.

I understand that all payments are final and that, due to scheduling requirements, there are no refunds or pro-rated portions of payments available.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE; AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ADVENTURE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE. I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in binding Arbitration in Fayette County, Georgia, through an Arbiter approved by SEAK, and subject to the Rules of the Arbiter and applicable Georgia law.

DATE: \_\_\_\_\_

PRINTED NAME OF PARENT/GUARDIAN:

\_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_