

## ***Willow Haven Outdoor – Survival Course Release Form & Waiver for each Participant***

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I realize that the failure to disclose such information could result in harm to fellow participants and me. I agree to notify Willow Haven Outdoor should there be any change in my health status prior to participating in any event.

I agree to indemnify and forever hold harmless THE FOLLOWING ENTITIES OR PERSONS: Tadpole Investment Properties, LLC DBA Willow Haven Outdoor (hereinafter referred to as TP-WHO) and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; from and against any and all claims, liabilities, and causes of action, whether foreseeable or unforeseeable, which may at any time arise out of or relate in any manner, directly or indirectly, to my: (i) negligent acts or omissions; (ii) participation in any event operated by TP-WHO; or (iii) failure to disclose any relevant health information.

I want to participate in a Survival Course offered by TP-WHO. I acknowledge that taking this course and participating in the activities sponsored by TP-WHO will require some skill, training and equipment for which I am solely responsible, and I know that all types of bodily injury and disability are a risk to participating in these activities. I know that TP-WHO assumes no responsibility or liability for my participation in this course, and I agree to assume all the risks of participating in the Survival Course.

Further, use of the equipment available for check out is at my own risk. I accept my responsibility for my own physical condition and conditioning. I know I am responsible for any medical expenses incurred by me as a result of participating in this course.

I understand that during my participation in a Survival Course at TP-WHO, I will be exposed to above normal risk of serious personal injury or death. TP-WHO has taken precautions to prevent these situations from occurring, including providing equipment, safety training and qualified instructors for each program, but it is impossible to guarantee absolute safety. I share the responsibility for safety in the course, and I assume that responsibility, as well as agree to comply with the instructions and directions of the TP-WHO staff members during the course.

In consideration for TP-WHO permitting me to take this Survival Course, I agree to release TP-WHO, its officers, agents and employees from any and all liability or causes of action whatsoever arising out of any damage, loss, injury or death as a result of taking this course whether such damage, loss, injury or death results from the negligence of TP-WHO or its officers, agents or employees, or some other cause, and agree to indemnify and hold harmless TP-WHO and its officers, agents and employees from any such liability, claims, demands or causes of action.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

This Agreement shall be governed by the laws of the State of Indiana without giving effect to any choice or conflict of law principles of any jurisdiction. This Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision in this Agreement.

My signature below acknowledges that I have read, understand, and agree to the terms as stated above.

Participant Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

(For participant under age of 18)

Parent or Guardian \_\_\_\_\_

Signature Printed Name \_\_\_\_\_

Date \_\_\_\_\_

- Please bring the signed waiver along with you to the course. A signed waiver is required for course participation.