

# ADVENTURE TOUR WAIVER AND RELEASE OF LIABILITY

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This Adventure Tour Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Participant**"); and

[TOUR OPERATOR / GUIDE COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (the "**Operator**").

Participant and Operator are each a "**Party**" and together the "**Parties**."

**Recitals.** The Operator provides guided adventure and outdoor tours, including [DESCRIBE: e.g. white-water rafting, zip-lining, rock climbing, canyoneering, backcountry hiking, mountain biking, kayaking, off-road or ATV tours, caving, wildlife tours, snorkeling, or guided expeditions] (the "**Tour**"). The Participant wishes to take part in the Tour and understands that adventure activities take place in remote or natural environments and involve a real risk of serious injury or death. The Operator permits the Participant to take part only on the condition that the Participant agrees to this Waiver. In consideration of being permitted to take part, the Parties agree as follows.

## 1. The Tour and Voluntary Participation

**1.1 Description.** The Tour consists of [DESCRIBE THE ACTIVITIES, ROUTE, AND DURATION], taking place at or around [LOCATION(S)] on [DATE(S)], led by the Operator's guides.

**1.2 Voluntary participation.** The Participant takes part voluntarily and of the Participant's own free will, may decline any portion of the Tour, and may withdraw at any time, understanding that withdrawal in a remote area may involve delay, additional cost, and limited evacuation options.

**1.3 Remote conditions.** The Participant understands that the Tour may occur in remote locations where weather, terrain, water, and wildlife conditions can change rapidly, where cellular and emergency services may be limited or unavailable, and where the response time for rescue or medical care may be long.

**1.4 Guide authority.** The Participant agrees to follow the reasonable instructions of the guides at all times, including instructions to stop, change route, or end the Tour for safety, and understands that guides may exclude any participant whose conduct or condition creates a risk.

## 2. Assumption of Risk

**2.1 Inherent risks.** The Participant understands that adventure tours involve inherent and significant risks, including [e.g. drowning and water hazards; falls from height; rockfall; capsizing; collisions; equipment failure; exposure to heat, cold, sun, altitude, and weather; difficult or unstable terrain; encounters with

**wildlife, insects, and plants; getting lost or separated; vehicle and watercraft accidents; and the negligence of other participants]**, and that these risks may result in property damage, minor or serious bodily injury, illness, permanent disability, or death.

**2.2 Knowing assumption.** Knowing and appreciating these risks, the Participant freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Tour, including risks arising from conditions of the natural environment and from the Operator's ordinary negligence to the extent permitted by law.

**2.3 Conditions beyond control.** The Participant accepts the risk that weather, water levels, wildlife, and natural conditions are beyond the Operator's control and may change without warning.

### 3. Participant Responsibilities and Equipment

**3.1 Fitness and skill.** The Participant represents that the Participant has the physical fitness, swimming ability (where relevant), and experience necessary for the Tour as described, and has accurately disclosed any limitation.

**3.2 Equipment use.** The Participant will use safety equipment provided by the Operator (for example, helmets, life jackets, harnesses, or restraints) as instructed for the entire activity, and will report any equipment that appears damaged or unsafe.

**3.3 No intoxication.** The Participant will not take part in the Tour while impaired by alcohol or drugs and understands that the Operator may exclude an impaired participant without refund.

**3.4 Following directions.** The Participant will stay with the group as directed, remain within designated areas, and not undertake unsanctioned activities during the Tour.

### 4. Health Representations and Medical Authorization

**4.1 Fitness to participate.** The Participant represents that the Participant is in good health and has no medical condition that would make participation unsafe, or has obtained clearance from a physician to participate.

**4.2 Disclosure.** The Participant has disclosed any condition, injury, allergy, medication, dietary need, or limitation relevant to safe participation: **[LIST OR "NONE"]**, and will promptly inform the Operator of any change.

**4.3 Consent to treatment and evacuation.** In the event of injury or a medical emergency, the Participant authorizes the Operator to arrange first aid, emergency medical care, evacuation, and transport, and is responsible for the cost of any treatment, evacuation, and related transport. The Participant is encouraged to carry travel and evacuation insurance.

**4.4 Emergency contact.** The Participant's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

### 5. Release and Waiver of Claims

**5.1 Release.** To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Operator and its owners, officers, guides, employees, agents, contractors, and landowners or permittees whose property is used for the Tour (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Tour, including claims based on the ordinary negligence of any Released Party.

**5.2 Covenant not to sue.** The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under Section 5.1.

**5.3 Limits of the release.** This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

## 6. Indemnification

**6.1 Indemnity.** To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by a third party, arising out of the Tour or the Participant's breach of this Waiver, including reasonable attorneys' fees and the cost of any search, rescue, or evacuation caused by the Participant's conduct.

**6.2 Exclusions.** The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

## 7. Changes, Media, and Property

**7.1 Itinerary changes.** The Operator may modify, postpone, or cancel all or part of the Tour for safety, weather, or conditions beyond its control, and any refund or rescheduling is governed by the Operator's separate booking and cancellation policy.

**7.2 Media release.** The Participant **[grants / does not grant]** the Operator permission to capture photographs or video of the Participant during the Tour and to use that media for the Operator's promotional purposes without further compensation.

**7.3 Personal property.** The Participant is responsible for the Participant's personal property, and the Operator is not responsible for lost, stolen, or damaged property during the Tour.

## 8. Minor (if applicable)

**8.1 Parent or guardian consent.** If the Participant is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Participant's behalf, agrees to all terms of this Waiver on the Participant's behalf, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Participant.

**8.2 Acknowledgment.** The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

## 9. General Provisions

**9.1 Governing law and venue.** This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

**9.2 Severability.** If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

**9.3 Entire agreement; amendment.** This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Operator's booking terms, if any.

9.4 **Binding effect.** This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 **Acknowledgment of understanding.** The Participant has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 **Counterparts and electronic signature.** This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Waiver as of the Effective Date. The Participant acknowledges having read and understood this Waiver before signing.

PARTICIPANT	OPERATOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [N/A]	Title: [TITLE]
Date: _____	Date: _____

**Parent or Guardian (complete only if the Participant is a minor):**

PARENT / LEGAL GUARDIAN
Signature: _____
Printed name: [NAME]
Relationship to Participant: [RELATIONSHIP]
Date: _____

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