

RELEASE OF LIABILITY
For participation in an Earth Kinship Activity
THIS AFFECTS YOUR LEGAL RIGHTS READ BEFORE SIGNING BELOW

Activity Attending: _____ : _____ / _____ / _____
Activity Name and location (Example, Kayaking Deep Creek) Date of Activity

Participant: _____ : _____ / _____ / _____
First and Last Name Date of Birth

Telephone: (_____) _____ **Email:** _____ @ _____

I intend to participate in one or more of the Earth Kinship activities. I understand that Earth Kinship LLC activities listed which include but are not limited to as follows: life coaching, physical and mental activities, wilderness survival, running, jumping, climbing, hiking, tracking, collecting wild edibles and medicinal plants, organic camouflage, orienteering, backpacking, camping, sleeping outdoors, campfire, outdoor cooking, hunting, knife skills, shooting deadly projectiles; all manner of fresh water or salt water activities including; wading, swimming, floating, fishing, sailing, canoeing, kayaking: spending extended periods of time outdoors being exposed to the elements (sun, wind, earth, rain), and the possibility of being exposed to, biting bugs, venomous animals and poisonous plants that may result in allergic reactions or other events that may cause harm and even death. I acknowledge that the Activities may involve strenuous physical activity, risk of serious bodily injury including loss of life, property damage and other hazards which may result from my participating in the Activities. All of the Earth Kinship activities are open to all genders potentially resulting in co-ed teams and/or camping environments. I understand that Earth Kinship can be conducted indoors or outdoors, in public, private or remote environments, I furthermore understand this may involve in providing my own or participating in participant-sponsored transportation to and from different sites. I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgement, Indemnity, Waiver and Release of Liability ("Release") pertaining to my participation in any of Activities listed.

1. I acknowledge and agree that I will be held responsible for my own behavior and must respect the property of Earth Kinship, all areas we use, equipment and others involved or surrounding the program. I acknowledge and agree I must observe all state and local laws and Earth Kinship's policies, including those concerning alcohol/drug use and required conduct. Additionally, I must observe and comply with the specific rules and conditions developed by Earth Kinship for participation in the approved activities. **Initials:** _____

2. I acknowledge and agree that it is my obligation to make inquiries to Earth Kinship regarding my ability, physically or otherwise, to safely participate in the Activities and that, prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards from my participating in the Activities and any questions I had regarding my ability to participate in the Activities have been answered to my satisfaction, to make a sound and voluntary decision to participate in the Activities. **Initials:** _____

3. I give Earth Kinship the right and permission to record my participation, appearance and testimonies on recording devices such as but not limited to; video, audio, photographs, websites, brochures or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. Earth Kinship may exhibit or distribute all or any part of these recordings for any educational or promotional purpose in which Earth Kinship and its employees deem appropriate. All such recordings shall be Earth Kinship's property. **Initials:** _____

4. Please pay particular attention to paragraphs 4(a) through 4(c) regarding your risk liability:
 (a) By participating in the Activities, I hereby assume all risks of my participation in the Activities. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Activities, and all risks related to any physical, mental, emotional or other condition from which I might suffer. I acknowledge that I assume all personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Activities. (b) I acknowledge and agree that Earth Kinship may not provide medical personnel at the location of the Activities. I further acknowledge and agree that Earth Kinship's is granted permission to authorize emergency medical treatment for me, if necessary, and that such action is subject to the terms of this Release. (c) In exchange for Earth Kinship allowing me to participate in the Activities and having reviewed and agreed to all acknowledgments listed in paragraphs 1 through 4(b) of this Release as detailed above, I, on behalf of my family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of my participating in the Activities. I release and forever discharge and covenant not to sue Earth Kinship and employees or volunteers working under the direction of Earth Kinship from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by me, whether caused by my own action or negligence or the action or negligence of Releases or third parties in connection with the Activities. I also agree not to sue Releases in connection with any such harm, loss, damage or injury. I agree to indemnify and hold Releases harmless from and against all claims asserted against any of the Releasees by any entity based upon my participation in the Activities. **Initials:** _____

5. I acknowledge and agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of this Release will remain in full force and effect. Further, I acknowledge and agree that this Release shall be construed pursuant to the laws of the State of Florida. **Initials:** _____

I have read and understand that through signing and initializing each of the sections in this 2 page Release, I agree and acknowledge the terms of this Release and that I must comply with the information and directions as described above and intend to be bound by the terms contained in this Release and that I have voluntarily executed on my own behalf and/or on behalf of children i am legally responsible for..

Participant's Signature _____ Dated on ____/____/20____

Participants who are signing for children under the age of 18, are required to be their legal guardian.
 Children under 18 are not permitted to execute this Release or participate in any Activity without approval of my parent/legal guardian, who must execute this Release on my behalf.

List participants under 18 years old; full names and ages below.

Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____
 Name: _____ Age: _____