

Hand In Hand Outdoors Inc. Liability Waiver

Participant's Name _____ Phone _____

Birth Date _____ Email _____

Participant's Address _____

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION RELEASING HAND IN HAND OUTDOORS INC. FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND INDEMNIFYING HAND IN HAND OUTDOORS INC. AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR PARTICIPATION IN ANY OF OUR RECREATIONAL ACTIVITIES OR USE OF ANY OR OUR RECREATIONAL EQUIPMENT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

Participant does hereby remise, release, and forever discharge Hand In Hand Outdoors, Inc., its volunteers, agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Participant ever had, now has, or which Participant's heirs, executors, administrators, or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of Participant's use, misuse, or abuse of the Boat, Equipment, Items, or involvement in the Activity(s) and/or in any way arising out of the relationship between Participant and Hand In Hand Outdoors, Inc.

Indemnification

Participant hereby expressly agrees to indemnify and hold harmless Hand In Hand Outdoors, Inc., its volunteers, agents, servants, successors, heirs, executors, administrators, and personal representatives against all suits, actions, claims, demands, or damages Participant's use, misuse, or abuse of the Boat, Equipment, Items, or involvement in the Activity(s) and/or in any way arising out of the relationship between Participant and Hand In Hand Outdoors, Inc.

Additional Terms

1. Assumption of Risk. Participant acknowledges that the recreational activities provided by Hand In Hand Outdoors, Inc. include inherent dangers, including the risk of bodily injury and/or death. Participant assumes and accepts all risks associated with the recreational activities provided by Hand In Hand Outdoors, Inc.

2. Acceptable Conduct. Participant agrees and acknowledges he/she will participate in all activities in a careful, safe, and conscientious manner. Participant agrees to, at all times, observe and adhere to any rules and guidelines posted or stated by Hand In Hand Outdoors, Inc., and any applicable laws or regulations of the State of Utah. Participant agrees and acknowledges he/she will willingly follow instructions given by staff members of Hand In Hand Outdoors, Inc.

3. Prohibited Activities. Participant agrees and acknowledges he/she will not violate any of the following rules and regulations during his/her participation in recreational activities with Hand In Hand Outdoors, Inc.: no smoking while on the Boat or near other clients; no possession or consumption of alcoholic beverages or illicit drugs while on the Boat or at any location connected to participation in the recreational activity. Participant agrees and acknowledges Hand In Hand Outdoors, Inc.'s right to inspect any coolers, bags, or other containers belonging to the Participant. No personal pets are permitted in recreational activities, however, accommodations may be made for certified service animals.

4. Life Jacket Requirement. A life jacket must be worn at all times by all persons during use of the Boat.

5. Unsafe Activities. Participant agrees and acknowledges Hand In Hand Outdoors, Inc.'s right to immediately terminate all recreational activities of Participant and eject Participant from any and all activities associated with Hand In Hand Outdoors, Inc., if staff members of Hand In Hand Outdoors, Inc., determine Participant has engaged in any unsafe or hazardous conduct during recreational activities. Participant agrees and acknowledges Hand in Hand Outdoors, Inc.'s sole discretion in determining whether any behavior or action by Participant is "unsafe or hazardous."

6. Participant's Responsibility. Participant will be responsible for damages to recreational equipment and/or recreational vehicles caused by irresponsible or deliberately abusive behavior of Participant. Participant will be responsible for costs incurred to repair or replace recreational equipment or recreational vehicles.

7. Participant's Media Release. Participant, by participating in Hand In Hand Outdoors, Inc.'s recreational activities, agrees to and grants permission to Hand In Hand Outdoors, Inc., its volunteers, agents, and staff, the irrevocable and unrestricted right to reproduce photographs and/or video images taken of Participant for the purpose of publication, promotion, illustration, or advertising on behalf of Hand In Hand Outdoors, Inc., in any manner or in any medium. Participant releases Hand In Hand Outdoors, Inc., and its legal representatives for all claims and liability relating to said images or video. Participant also grants permission to use of statements given during an interview or activity associated with the Hand In Hand Outdoors, Inc. recreational activity, with or without Participant's name, for the purpose of advertising and publicity without restriction. Participant waives right to any compensation in any form. Hand In Hand Outdoors, Inc. agrees to not sell or deliver any of the above listed products to a third party and to use listed products only for promotion of Hand In Hand Outdoors, Inc.

Participant has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

PARTICIPANT:

Signature

Date

Signature of Parent or Guardian
(Participant is under 18 or mentally limited)