

# **Outback Adventures**

## **Waiver and Release of Liability**

### **Read Carefully**

In consideration of Outback Adventures, its owners, agents, officers, and employees furnishing services and/or equipment to enable me to participate in rock climbing, kayaking, backpacking, hiking, mountaineering, skiing, snowboarding, or any other activities I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Outback Adventure's equipment and my participation in rock climbing, kayaking, backpacking, hiking, mountaineering, skiing, snowboarding, or any other activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Outback Adventures; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, safety issues, the trail of rock routes, land routes, and river route locations, water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether causes in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Outback Adventures, or by any other person. I also understand that my personal property may become damaged during the transportation, operation, and use of Outback Adventure's equipment or services.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Outback Adventures and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of my use of outdoor sporting equipment, rentals, or my participation in rock climbing, kayaking, backpacking, hiking, mountaineering, skiing, snowboarding, or any other activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, or employees of Outback Adventures.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Outback Adventures or its agents is a party, shall be in the courts of San Jose or Santa Clara County, California.

**I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE OUTBACK ADVENTURES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If under 18, parent or legal guardian must sign below.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signing for: \_\_\_\_\_