

KROKA EXPEDITIONS

ASSUMPTION OF RISK AGREEMENT FOR STUDENTS AND FAMILIES.

PLEASE READ CAREFULLY BEFORE SIGNING

Dear Kroka Expeditions Participants and Families,

During your program with Kroka Expeditions you will be living outside, walking barefoot, working with sharp tools and with fire. You may be climbing tall rocks and trees, jumping into streams, paddling fast moving rivers and swimming in them. You may be carrying heavy loads over uneven ground and tying boats to vans and trailers. You will be living in the elements and you may get cold and wet, hot or sun burned. You may get into poison ivy. We may also be driving in vehicles on roads, by far the most dangerous of all of our activities. While we can often predict the coming storm we can not always predict other drivers around us.

There are objective risks of getting hurt in all of what we do. It is our job as teachers and guides to do all we can to protect you. We are well prepared and do our best in taking care of you. But we are people too, and we make mistakes. Besides human mistakes there are natural events such as floods, storms, etc, and some times those events are more powerful than we are.

By signing this agreement you acknowledge that in exchange for the privilege of participation in Kroka Expedition's programs, you accept all of the known and unknown risks involved. Furthermore, you acknowledge that as an individual you are responsible for your own safety and you agree to use common sense and exercise thought before actions. (Depending on the student's age, and the individual person, there are different expectations regarding the level of responsibility expected). You also agree to take good care of the equipment that will be entrusted to you and that you will be responsible for repair or replacement of any items that you may lose or damage.

Participant Name (please print) _____

Signature of student _____

Signature of parent _____

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in any way in the program, related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless Kroka Expeditions, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (releasees), from any and all claims, demands, losses, and liability arising out of or related to any injury, disability or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Kroka Expeditions, Inc. or its agents is a party shall be either the Town of Newfane, Vermont, Justice Court or the County or State Supreme Court in Windham County, Vermont.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Age

Date

FOR PARENTS AND GUARDIANS OF PARTICIPANT OF MINOR AGE: (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law.

Parent/Guardian Signature

Date