

## Adventure Activities Participant

### Release of Liability / Assumption of Risk / Agreement not to Sue

Please read this Release, Assumption of Risk, and Agreement not to Sue ("Release") carefully and in its entirety. IT IS A BINDING LEGAL DOCUMENT. After reading this Release, sign your name below to indicate that you agree to and do assume all risks associated with your attendance and participation in Adventure Activities (defined below) and that you release Girl Scouts of Eastern Massachusetts their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (collectively, "GSEMA") of all liability resulting from your participation in this Adventure Activities.

#### Definitions:

"**Adventure Activities**" means any activity, provided by a third-party vendor (e.g. any vendor other than GSEMA), wherein there are known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to the participant, to property, or to third parties, including but not limited to activities such as archery, challenge/obstacle courses or zip-lining, indoor or outdoor rock climbing and rappelling, tubing, downhill or cross-country skiing, snow shoeing, biking, indoor trampolines, white water rafting or boating of any kind, horseback riding or any animal interaction, or similar activities..

In consideration of the services of GSEMA, the undersigned, on behalf of myself, spouse, family members, heirs, guardians, legal representatives, and assigns, hereby agrees to release, indemnify, and discharge GSEMA, as follows:

1. I will attend and participate in Adventure Activities. I understand that such Adventure Activities entail known and unanticipated risks, which could result in physical injury (scratches, bruises, sprains, splinters, lacerations, fractures, concussions, or even more severe life-threatening hazards), emotional injury, paralysis, death or damage to my child, to property, or to third parties. I understand that such risks simply cannot be eliminated.
2. I agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GSEMA from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Adventure Activity or which my use of GSEMA equipment or facilities in the Adventure Activity, including any such Claims which allege negligent acts or omissions of GSEMA.
4. Should GSEMA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold GSEMA harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that may be caused or suffered while participating in Adventure Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safely participating in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created by any such condition.
6. In the event that I file a lawsuit against GSEMA, I agree to do so solely in the Commonwealth of Massachusetts. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Further, I AGREE NOT TO SUE and agree to indemnify AND HOLD HARMLESS GSEMA from any Claims. It is my express intent that that this Release shall bind my spouse, family members, heirs, guardians, legal representatives, and assigns.

I agree that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law provisions. I intend this to be a complete and unconditional release of all liability of GSEMA to the greatest extent allowed by law.

**By signing below, I hereby confirm that I have read this document in its entirety, understand it, and sign it voluntarily.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_