



WAIVER

HIKING KIDS PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

I UNDERSTAND THAT HIKING CAN BE AN INHERENTLY DANGEROUS ACTIVITY.

Hiking entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include the negligence of other participants or myself. Common hiking injuries may include, but not limited to: blisters, knee, shoulder, lower back or foot pain, scrapes, bruises, cuts, headache, dehydration, sun burn, muscle cramping, bug bites, twisted ankle. In any event, if your child is injured, our First Aid/CPR certified staff will provide first aid. In case of a serious injury, the emergency contact person and/or child's doctor will be contacted immediately by the staff. All hikers are required to follow the HIKING KIDS [rules and safety procedures](#) to minimize such risks.

In consideration of HIKING KIDS allowing the child, for whom I am a parent or guardian, to participate in HIKING KIDS' activities (Activities), I agree to forever release, indemnify, discharge and hold harmless HIKING KIDS, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the minor child or act on our respective behalves. I represent that I am the parent or guardian of the minor child below acknowledged.

I acknowledge that participation in the Activities entail both known and unknown risks that could result in serious injury, resulting from such things as sloping or rocky trails, friction or rubbing of the skin, long distance hike, slipping and/or falling, thorn bushes, attempted jumps, runs, the physical condition, fitness level, slippery terrain, etc.

I expressly and voluntarily release, acquit, and forever discharge HIKING KIDS and agree to hold their respective successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors, harmless of and from all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.

I agree that the minor child is voluntarily participating in the Activities. I am assuming, on behalf of the minor child, all risk of personal injury, death or disability to the minor child that may result from participation in the HIKING KIDS' Activities, or any damage, loss or theft of any personal property, which the minor child may incur. Further, I have explained these risks to the minor child. I certify that I have adequate health insurance to cover any injury or damage that the child may cause or suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition the child may have.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time the child participates in HIKING KIDS' Activities. I agree to indemnify and hold HIKING KIDS, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by HIKING KIDS, including, attorneys' fees, costs, damages and/or judgments HIKING KIDS may incur in the event that the child causes any injury, damage and/or harm to any other person while involved in HIKING KIDS' Activities.



By signing this document, I intend to forever waive my right and the rights of the minor child to maintain any lawsuit or action against HIKING KIDS based on any claim of personal injury or death or property loss or damage or neglect whatsoever. I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I grant HIKING KIDS permission to use the child's likeness in its publications, websites, marketing and other materials without payment.

SIGNATURE OF PARENT or GUARDIAN

* THIS SECTION IS REQUIRED FOR ALL PARTICIPANTS, and the PARENT or GUARDIAN OF A MINOR CHILD. You must be 18 years of age or older to sign this document.

Signature _____ **Today's Date** ___/___/___ (MM/DD/YYYY)

Email: _____ **Address:** _____

Date of Birth: ___/___/___ (MM/DD/YYYY)

Emergency Contact _____ **Phone #** _____ **Relation** _____

NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18

* SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18. In consideration of the Minor Child(s) detailed below, being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor(s) as if the Minor Child was eighteen years old or older.

NAME MINOR # 1 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 2 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 3 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 4 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 5 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 6 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 7 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 8 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 9 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 10 _____ **DATE OF BIRTH** _____ **RELATION** _____
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

**** PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE****