

ONE – OUTDOOR NEW ENGLAND, LLC RELEASE OF LIABILITY

In consideration of being allowed to participate in certain lessons or activities which may include kayaking, canoeing, standup paddleboarding, whitewater river rafting, whitewater kayaking, whitewater canoeing, mountain biking, trail biking, yoga, rental kayaks, rental stand up paddleboards, or rental biking (collectively, the “ACTIVITY”), I on my own behalf and/or on behalf of my minor child or ward, and on behalf of my heirs, executors, administrators, and assigns, voluntarily enter into this Release of Liability whereby:

1. I understand that the ACTIVITY is inherently dangerous and that participating in the ACTIVITY involves risk of injury to any and all parts of my or my minor child or ward’s body. I understand that there are numerous risks and dangers inherent in the ACTIVITY, including but not limited to: unevenness of the ground surface which contains slippery rocks, tall and slippery grass, bumps and ruts, the grade of the terrain while hiking to the ACTIVITY location, impacting objects or being impacted by objects, abrupt falls, intense water currents, water temperatures that could induce hypothermia, equipment malfunction, equipment misuse, failure of the equipment, or carelessness or misjudgment by either the participant or other participants, or the RELEASEES (as defined herein). There are also natural, mechanical and environmental conditions and risks, associated with the ACTIVITY, which independently or in combination with my or my minor child or ward’s actions, or the actions of others may cause severe or even fatal injuries to me, my minor child or ward, or others. I understand and acknowledge that the aforementioned risks and hazards are inherent to the ACTIVITY, that is, without them, the ACTIVITY would materially change and lose its value and appeal.
2. I understand that the RELEASEES cannot ensure the safety of participants in the ACTIVITY. I understand that participants may experience increased heart rate and other symptoms of anxiety and stress due to, among other things, intense water currents, physical exertion and reliance upon others. Further, there may be other risks not known to me or the RELEASEES or not reasonably foreseeable to me and I freely assume all such risks and possible adverse outcomes within the scope of this paragraph for myself and my minor child or ward. I acknowledge that the ACTIVITY is physical in nature, and that I am responsible for my or my own minor child or ward’s own safety, and shall be mindful of any limitations that I or my minor child or ward might have. I acknowledge and understand the importance of receiving permission from a medical doctor following a general physical examination approving my or my minor child or ward’s participation in the ACTIVITY. I will make the RELEASEES aware of my questions or concerns regarding the ACTIVITY and my or my minor child or ward’s ability to participate at any point during the ACTIVITY. I further agree to participate in the ACTIVITY within the limits of my own abilities.
3. **I, FOR MYSELF OR MY MINOR CHILD OR WARD, HEREBY FREELY AND EXPRESSLY ASSUME, AND ACCEPT THE RESPONSIBILITY FOR ANY AND ALL RISKS OF INJURY OR DEATH WHILE PARTICIPATING IN THE ACTIVITY OR RELATED ACTIVITIES, OR WHILE USING THE RELEASEES’ FACILITIES OR EQUIPMENT, AND I AGREE, FOR MYSELF OR MY MINOR CHILD OR WARD, TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS ONE – OUTDOOR NEW ENGLAND, LLC, ITS SUBSIDIARIES, AFFILIATED AND SUCCESSOR COMPANIES, MEMBERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, AS WELL AS THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS (HERETOFORE AND HEREAFTER, THE “RELEASEES”) FROM ALL LIABILITY FOR NEGLIGENCE, AND ANY LOSSES, DAMAGES, COSTS AND ATTORNEY’S FEES RESULTING FROM ANY CLAIMS OR SUITS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE THAT MAY IN ANY WAY ARISE OUT OF MY OR MY MINOR CHILD OR WARD’S PARTICIPATION IN THE ACTIVITY, RELATED ACTIVITIES, OR MY OR MY MINOR CHILD OR WARD’S USE OF THE RELEASEES’ EQUIPMENT, MAPS, GUIDES, FACILITIES AND PREMISES, REGARDLESS OF HOW OR BY WHOM OR BY WHAT THE PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE WAS CAUSED. I PROMISE NOT TO SUE THE RELEASEES AND AGREE THAT IF ANYONE IS INJURED OR PROPERTY IS DAMAGED WHILE I, MY MINOR CHILD OR MY WARD ARE USING THE RELEASEES’ FACILITIES AND EQUIPMENT, THEN I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RELEASEES FOR ANY REASON AND UNDER ALL CIRCUMSTANCES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY DUE TO THE INHERENT DANGER OF THE ACTIVITY.**

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4. By my signature below, I represent that I have the authority to enter into this Release of Liability on behalf of myself or my minor child or ward. To the fullest extent allowed by law, I agree to waive and release the right of myself and/or my minor child or ward to maintain any and all claims or suits against the RELEASEES arising out of my or my minor child or ward's participation in the ACTIVITY, whether caused by the RELEASEES' negligence or by any other person or cause. I further agree to defend, indemnify and hold RELEASEES harmless from any and all claims whatsoever arising from my or my minor child or ward's participation in the ACTIVITY, whether brought by me, the child or ward or a third party.
5. If applicable, as the parent or guardian of my participating minor child or ward named below, I hereby enter into each and every agreement, representation and liability release described above on behalf of myself, my minor child or ward, intending that they be binding on me, my minor child or ward and our respective heirs, executors, administrator and assigns.
6. I understand that this Release of Liability shall be binding upon my or my minor child or ward's heirs, executors, administrators, and assigns, as applicable, and shall be governed by the laws of New Hampshire. I also understand that if any part of this Release of Liability is determined to be unenforceable, that all other parts shall be given full force and effect. I agree that any claims which I may bring against the RELEASEES shall be submitted to the jurisdiction of the New Hampshire courts and that no claims against the RELEASEES shall be brought in any other jurisdiction. I agree that there have been no warranties, express or implied, which have been made to me by the RELEASEES.
7. I give permission to the RELEASEES to render first aid and to seek medical or rescue services as the RELEASEES see fit to myself, my minor child or ward, as applicable, and at my expense. I also give permission to the RELEASEES and/or its designees to make photographic, video or audio records of myself, my minor child or ward and I release any rights to control or be paid for the dissemination or publication of these records.
8. I have read this Release of Liability and fully understand each section. I understand that this is a RELEASE OF LIABILITY, which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage relating to participation in the ACTIVITY. I freely and voluntarily enter into this Release of Liability. I have made no misrepresentations to RELEASEES regarding my name, age, weight or medical condition. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claims or defense prohibited by law.

ADULT participant (Printed Name)

Signature

Date

EMAIL ADDRESS: _____

MAILING ADDRESS: _____

**MINOR/WARD participant
(Printed Name)**

Signature

Date

EMAIL ADDRESS: _____

MAILING ADDRESS: _____

**PARENT/GUARDIAN on behalf
MINOR CHILD/WARD (Printed Name)**

Signature

Date

MAILING ADDRESS: _____
(PARENT/GUARDIAN MUST SIGN RELEASE IF PARTICIPANT IS A MINOR OR HAS A LEGAL GUARDIAN)