

RELEASE OF LIABILITY

For participation in a Earth Kinship Approved Activities

THIS AFFECTS YOUR LEGAL RIGHTS READ BEFORE SIGNING BELOW

(Please Print Clearly)

Participant: _____ /_____/_____
Last First MI Gender D.O.B.

Address: _____ Apt. _____

City & State: _____ Zip _____

Primary Telephone: (____) _____ Email: _____

Emergency contact: _____ Phone: H: _____ W: _____ C: _____

I intend to participate in one or more of the Earth Kinship sponsored activities ("Approved Activities") to be held at the designated site. I understand that Earth Kinship LLC activities are listed which include but are not limited to as follows: life coaching, fitness activities, personal training, running, jumping, climbing, hiking, tracking, bird watching, collecting wild edible and medicinal plants, organic camouflage, orienteering, backpacking, camping, building shelter, sleeping outdoors, campfire, outdoor cooking, hunting; using knives and throwing shooting deadly projectiles; all manner of fresh water or salt water activities including swimming, floating, fishing, sailing, canoeing, kayaking; spending extended periods of time outdoors being exposed to the elements (sun, wind, earth, rain), and the possibility of being exposed to venomous animals and poisonous plants that may result in allergic reactions or other events that may cause harm and even death. All of the Earth Kinship sponsored activities are open to males and females potentially resulting in co-ed teams for different programs and activities. I understand that Earth Kinship can be conducted indoors or outdoors, in public or remote environments, I further more understand this may involve in providing my own or participating in participant-sponsored transportation to and from different sites.

NOTE: If I am under eighteen years of age, I understand that while I am bound by the provisions of this Release and must acknowledge and agree to its terms, I am not permitted to execute this Release or participate in this Activity without approval of my parent or legal guardian, who must execute this Release on my behalf.

I acknowledge that I must thoroughly read and understand the information contained in this Acknowledgement, Indemnity, Waiver and Release of Liability ("Release") pertaining to my participation in any of Approved Activities listed above. I further acknowledge and agree that the Approved Activities may involve strenuous physical activity, risk of serious bodily injury including loss of life, property damage and other hazards which may result from my participating in the Approved Activities.

1. I acknowledge and agree that I will be held responsible for my own behavior and must respect the property of Earth Kinship, all areas we use, equipment and others involved or surrounding the program.

Initials: _____

2. I acknowledge and agree I must observe all state and local laws and Earth Kinship's regulations and policies, including those concerning alcohol/drug use and required conduct. Additionally, I acknowledge and agree that I must observe and comply with the specific rules and conditions developed by Earth Kinship for participation in the approved activities.

Initials: _____

3. I acknowledge and agree that it is my obligation to make any necessary inquiries to Earth Kinship regarding my ability, physically or otherwise, to safely participate in the Approved Activities and that, prior to executing this Release, I have been provided the opportunity to inquire and discuss the possible risks and hazards from my participating in the Approved Activities and any questions I had regarding my ability to participate in the Approved Activities have been answered to my satisfaction, and I have received sufficient information to make a sound and voluntary decision to participate in the Approved Activities.

Initials: _____

4. In exchange for Earth Kinship allowing me to participate in the Approved Activities, I give Earth Kinship the right and permission to record my participation, appearance and testimonies on recording devices such as but not limited to; video, audio, film, photographs, websites, brochures or any other medium and to use my name, likeness, voice and biographical information in connection with these recordings. Earth Kinship may exhibit or distribute all or any part of these recordings for any educational or promotional purpose in which Earth Kinship and its employees deem appropriate. All such recordings shall be Earth Kinship's property.

Initials: _____

5. **Please pay particular attention to paragraphs 5(a) through 5(c) regarding your risk liability:**

(a) By participating in the Approved Activities, I hereby assume all risks of my participation in the Approved Activities. Risks include, but are not limited to, transportation risks, risks of participation in the various components of the Approved Activities, and all risks related to any physical, mental, emotional or other condition from which I might suffer. I acknowledge that Earth Kinship does **not provide personal accident/health insurance** and I assume personal and financial responsibility for any medical care and treatment I may require as the result of participating in the Approved Activities.

(b) I acknowledge and agree that **Earth Kinship will not provide medical personnel** at the location of the Approved Activities. I further acknowledge and agree that Earth Kinship's is granted permission to authorize emergency medical treatment for me, if necessary, and that such action is subject to the terms of this Release.

(c) In exchange for Earth Kinship allowing me to participate in the Approved Activities and having reviewed and agreed to all acknowledgments listed in paragraphs 1 through 5(b) of this Release as detailed above, I, on behalf of my family, heirs, beneficiaries, and personal representatives, agree to assume all the risks and responsibilities of my participating in the Approved Activities. I release and forever discharge and covenant not to sue Earth Kinship and employees working under the direction of Earth Kinship from and against any and all liability for any and all claims, demands, actions, causes of action of whatever kind or nature, costs and expenses of any nature, including attorneys' fees ("Claims") that I may have or that may hereafter accrue to me, arising out of or related to any harm, loss, damage or injury, including but not limited to suffering, death or property loss that may be sustained by me, whether caused by my own action or negligence or the action or negligence of Releasees or third parties in connection with the Approved Activities. I also agree not to sue Releasees in connection with any such harm, loss, damage or injury. I agree to indemnify and hold Releasees harmless from and against all claims asserted against any of the Releasees by any entity based upon my participation in the Approved Activities.

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6. I acknowledge and agree that should any provision or aspect of this Release be found to be unenforceable, all remaining provisions of this Release will remain in full force and effect. Further, I acknowledge and agree that this Release shall be construed pursuant to the laws of the State of Florida.

Initials: _____

I have read, understand, and acknowledge that through initialing each of the 6 sections above in this 2 page Release that I acknowledge the terms of this Release and that I must comply with the information and directions as described above and intend to be bound by the terms contained in this Release and that I have voluntarily executed the Release.

Participant's Name: _____, _____, _____
(First) (Middle) (Last)

Participant's Signature _____ Dated this _____ day of _____, 20_____.
(Day) (Month) (Year)

Witness Name: _____ Signature _____ Date: _____