



EASTERN OUTDOOR EXPERIENCES

Waiver and Liability Release Form (including COVID-19)

This waiver affects your legal rights; please read carefully before signing

In consideration of Eastern Outdoor Experiences providing services and/or equipment and/or using my own equipment to enable me to participate in Guided hiking, camping, snowshoeing, outdoor educational activities, backpacking, cross country skiing, bicycling, kayaking and canoeing, transportation to or from activities, and any or all other related and/or secondary activities, I agree as follows:

1. Activities and Risks

I fully understand and acknowledge that outdoor recreational activities have:

- Inherent risks, dangers, and hazards.
- Participation in such activities may result in injury or illness including, but not limited to bodily injury, drowning, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious permanent disability.
- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.
- Eastern Outdoor Experiences cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing Eastern Outdoor Experiences' services. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Eastern Outdoor Experiences' services you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
- These risks and dangers may be caused by the gross or actual negligence of the owners or employees; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail location, water level, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness outdoor recreational environment.



2. Assumption of Risk

By my participation in these activities, I hereby agree that:

- I am voluntarily participating in such activity,
- I have been advised of the risks and hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Eastern Outdoor Experiences, other guests, or by any other person.
- I have read and understood the below warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 in order to utilize Eastern Outdoor Experiences' services. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Eastern Outdoor Experiences' services in person.

3. Release of Liability

- I, on behalf of myself and my successors or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Eastern Outdoor Experiences, its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise that may arise out of my participation in guided hiking, camping, snowshoeing, outdoor educational activities, backpacking, cross country skiing, bicycling, kayaking and canoeing, transportation to or from activities, and any or all other related and/or secondary activities.
- I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Eastern Outdoor Experiences their successors and/or assigns.

4. Other

Permission for Photography and Videography

- I may be photographed or videotaped, and I irrevocably grant to Eastern Outdoor Experiences, its successors, assigns, and licensees the exclusive right and authority to use, copyright, and publish my voice, picture, name, and likeness for advertising, publicity, or promotional and other purposes in connection with Eastern Outdoor Experiences in any form, including and without limitation, social media outlets, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts and web pages. The right shall belong to Eastern Outdoor Experiences at all times and shall survive the termination of this document. No additional compensation shall be paid or payable to me for any right or use granted to Eastern Outdoor Experiences by me.



I have read this legal form and fully understand its contents. I am a legally competent adult and have the right to contract in my own name, or I am the Parent or legally appointed Guardian of the below named minor and have the right to contract in his/her name. This release shall be binding upon the named minor and me and our respective heirs, legal representatives, and assigns. By signing this legal form, I agree that it is my intention to exempt and relieve Eastern Outdoor Experiences from liability for personal injury, property damage or wrongful death caused by negligence or any other cause. I hereby forever release and waive my right to bring suit against Eastern Outdoor Experiences and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Eastern Outdoor Experiences' services. I also understand that in signing as a Parent or Guardian in the event of an emergency if I cannot be reached, I hereby give permission to the physician selected by Eastern Outdoor Experiences staff and assigns to hospitalize or to secure proper treatment, order injections, anesthesia or surgery for my child.

Name (Print): _____ **Event:** _____ **Date:** _____

Name of Parent/Guardian (if under 18): _____

Email: _____ **Phone:** _____

Mailing Address: _____

Signature (Parent/Guardian if under 18): _____

