

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION

Please read carefully. By signing this Waiver, Release of Liability and Indemnification (“Waiver”) you will be giving up certain legal rights.

1. **Waiver is a Requirement.** I _____ understand that **I must sign this Waiver in order to participate** in any activity or trip (“Expedition”) conducted by Far Out Expeditions, its officers, directors, contractors, employees, agents, volunteers and all other persons or entities acting in any capacity on its behalf (“FOE”).
2. **Waiver is Consideration.** As consideration (meaning in exchange) for being allowed to participate in any Expedition, I agree on behalf of myself, spouse, children, parents, other family members, heirs, assigns, personal representatives and estate to all of the terms and conditions of this Waiver.
3. **Acknowledgment of Known and Unknown Risks.** I understand and acknowledge that **Expeditions are hazardous activities** and that **there are significant risks of personal injury, permanent disability or death** associated with Expeditions. The risks may be known and inherent to the activities contemplated during the Expedition or unknown and unforeseeable. I understand that such risks cannot be controlled or eliminated by FOE without jeopardizing the essential qualities of these activities. The risks include, but are **not limited to**:

Inherent/Environmental Risks

- (a) Weather conditions that may change quickly, including temperature, precipitation, wind, lightning, fog, rain, flash floods, snow, and excessive heat and sun or cold;
- (b) Contact with animals, birds, insects, reptiles, domestic and grazing animals, fish and wildlife;
- (c) Difficult terrain or walking conditions, including mud, slippery rocks, ruts and holes, loose footing, falling rocks, cliffs, and steep slopes;
- (d) Contact with poisonous plants, cactus or other flora or polluted or contaminated water;

Human Factor, Conduct and Equipment Risks

- (e) Vehicle travel to or from the field by bus, truck, van or car and pedestrian accidents;
- (f) Administration of first aid, emergency treatment or other attempted rescue services, including evacuation, by FOE, a co-participant or third parties, and the unavailability of life saving services or immediate medical attention in the case of injury;
- (g) Defects or failure of equipment (including equipment recommended, supplied or used by FOE);
- (h) My own physical condition and acts or omissions, including any misrepresentation as to physical abilities or experience;
- (i) My activities during free time, including exploration of the area on my own, while not under the immediate direction or supervision of FOE or failure to follow FOE instructions;
- (j) FOE’s misjudgment of my fitness or capabilities or of weather, terrain, route, first aid or instructions;
- (k) Campsite conditions, set up, maintenance, tear down and chores;
- (l) Food preparation, cooking, eating and drinking, boiling water, gas stove explosions, polluted or contaminated water;
- (m) Limited or no cell phone, radio, walkie-talkie or satellite communication; and

Injury

- (n) Injuries or illness arising from any of these inherent/environmental or human factor/conduct and equipment risks, including (but not limited to) overexertion, dehydration, hypothermia, hyperthermia, heat exhaustion, hypoxia, fear or panic, sprains, broken bones, cuts, bruises, poisoning, food poisoning, gastrointestinal disease, allergic reactions, burns, heart or lung complications, asthma, vertigo, infection, sunburn, frostbite, drowning, rash, concussion or death.

Far Out Expeditions

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4. **Acceptance and Assumption of Risks.** I expressly agree and promise to **accept and assume all of the known and unknown risks** existing in the Expeditions. My participation in the Expeditions is purely voluntary, and I **elect to take part in the activities in spite of such risks.**

5. **Waiver, Release from Liability and Covenant not to Sue.** To the fullest extent allowed by law, I **voluntarily release from liability and agree not to sue FOE** for any injuries, damages, expenses, claims, demands or causes of action of any name or nature which are in any way connected with my participation in the Expeditions. I waive all claims I may have against FOE and agree that neither I, nor anyone acting on my behalf, will bring a claim against FOE as a result of any injury, damage, or other loss suffered by me. **This waiver, release from liability and covenant not to sue applies to all risks, whether or not listed in this Waiver, and to any act or omission by FOE, including FOE's negligence.**

6. **Indemnification of FOE.** I will indemnify (meaning protect by reimbursement or payment) and hold harmless FOE from and against any suits, damages, expenses (including attorney's fees), claims, demands or causes of action of any name or nature which are brought by or on behalf of me, my spouse or other family members, heirs, assigns, personal representatives, estate, a co-participant or any other person for any injury, damage, death or loss in any way connected with my participation in the Expeditions. **This indemnity applies to all claims, regardless of the form of action, and includes claims for personal injury or death, property damage, breach of contract and to claims arising out of any act or omission by FOE, including FOE's negligence.**

7. **Compliance with FOE Directions.** I will at all times comply with the directions and instructions issued by FOE personnel during the course of the Expedition. If, in FOE's sole judgment, I fail to comply with directions or pose a threat of injury to myself or others, I may be asked to leave the Expedition. I will assume all travel and other costs associated with my departure from the Expedition for any reason, including medical emergency.

8. **Insurance and Medical Costs and Consent.** I represent that I have insurance to cover any injury or damage I may cause or suffer while participating in an Expedition and, in any event, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any medical or physical conditions which could interfere with my safety on any Expedition, whether or not such condition is disclosed to FOE. In the event of an accident or medical illness, I give permission for FOE personnel to administer first-aid and to be transported and admitted to the nearest hospital or medical center for treatment.

9. **Governing Law and Jurisdiction.** The law of the State of Utah (excluding its conflict of law rules) will govern the interpretation and enforcement of this Waiver. I agree that any legal action resulting from my participation in any Expedition will be brought in the courts located in San Juan County, Utah. If any portion of this Waiver is deemed invalid or unenforceable, all other portions of this Waiver will remain in full force and effect.

I have carefully read, understand and voluntarily sign this Waiver, Release of Liability and Indemnification and agree to be bound by its terms.

Signature: _____

Printed Name: _____

Email: _____

Address/City/State/Zip: _____
