

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

**Livelihood Spirit Balance / Total Convalescence
Nature & Forest Therapy Walks**

Name of Participant: _____

Date of Program: _____

In consideration of the services of Dawn-Marie P. Dalsass, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Dawn-Marie P. Dalsass, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor activities in natural areas entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, Livelihood Spirit Balance / Total Convalescence's employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, incorrect information, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Dawn-Marie P. Dalsass from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Livelihood Spirit Balance / Total Convalescence's equipment or facilities, including any such claims which allege negligent acts or omissions of Dawn-Marie P. Dalsass.
4. Should Dawn-Marie P. Dalsass or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

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- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that I file a lawsuit against Dawn-Marie P. Dalsass I agree to do so solely in the jurisdiction of today's walk, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Dawn-Marie P. Dalsass on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

- Model Release:** With your permission, Livelihood Spirit Balance / Total Convalescence may take photographs of you and your group on this walk. We would like your permission to use these photographs in promotional materials which may include social media, website, printed flyers and books, and videos. We are sometimes asked by news reporting agencies and publications to provide photos for articles they are writing about nature connection topics. We do this at no charge. We promise to carefully select photographs that show you in a way that we are confident you will like. **If you are not comfortable with having photos that include you taken and possibly used in these ways, we prefer that you mark "No" in the box below;** we want for you to have a relaxed and stress-free experience on your walk.

- Yes, you may take photographs of me and use them as described above.
- No, I prefer not to be photographed.

Print Name: _____

Signature of Participant: _____

If Under 18, Signature of Parent or Legal Guardian: _____

Date _____

Address _____

Email _____

Phone _____