

# WAI VER AND RELEASE OF LI ABILI TY

In consideration of **KROSTech** furnishing services and/or equipment to enable me to participate in **all** activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of *KROSTech's* equipment and my participation in *KROSTech's* activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of *KROSTech*; 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, or trail location and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I 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 *KROSTech*, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify *KROSTech* and 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 which may arise out of my use of *KROSTech* equipment or my participation in *KROSTech* 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 *KROSTech*.

I HAVE READ THE ABOVE WAI VER AND RELEASE AND BY SIGNING IT AGREE. I T I S MY INTENTION TO EXEMPT AND RELIEVE **KROSTech** FROM LI ABILI TY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLI GENCE OR ANY OTHER CAUSE.

**Printed name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature (only if age 18 or over):** \_\_\_\_\_

**DO NOT LOSE-PLEASE GIVE COMPLETED FORM TO TIM. KROSTech is owned by Jethro Management and operated by the MillerFamily Trust.**

# PARENT/GUARDIAN PERMISSION FORM

**(This form to be used for minors only)**

I hereby grant permission for my child \_\_\_\_\_ to participate in backpacking/camping, fishing, educational outings, wilderness challenge, or mountain biking at on (date) \_\_\_\_\_, and I hereby agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my child's use of backpacking/camping, fishing or mountain biking equipment and my child's participation in backpacking/camping, fishing, educational outings, wilderness challenge, or mountain biking activities; (b) my child's participation in such activities and/or use of such equipment may result in injury or illness or death or damage to personal property (c) these risks and dangers may be caused by other participants, or by accidents, or by the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail, weather conditions, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) I hereby accept and assume these risks and dangers.

I affirm that my child will not be under the influence of alcohol or controlled substance, and will not carry, use, or consume these substances before or during her/his scheduled activities.

My child is in good health and is at or above the minimum age stated in advertising for each activity in which he/she will participate. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems, which will present any risk to his/her participation in the activities. I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES, to the fullest extent permitted by law. I permit the use of any photos, slides, films, or sketches of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

**I HAVE READ THE ABOVE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN KROSTech, BACKPACKING/CAMPING, FISHING, EDUCATIONAL OUTINGS, OR MOUNTAIN BIKING ACTIVITIES, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH.**

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Parent/Guardian Signature (only if participant is under the age of 18):** \_\_\_\_\_

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