

Release of Liability, Assumption of Risk, and Indemnification Agreement This Document affects your legal rights. Read it carefully before signing.

1. **Activity and Associated Risks:** I have chosen to participate in an outdoor (possibly indoor, depending on inclement weather) recreational activity (hereinafter referred to as “the Activity”) with “Black Kids Adventures, Inc” (hereinafter referred to as “BKA”). I understand that:

- BKA is a not a guide service and therefore makes NO WARRANTIES, PROMISES, or GUARANTEES that the Activity is safe for family or myself. I understand that BKA has not verified or approved the safety of the Activity listed on the calendar. It is solely my responsibility to determine whether I think the Activity exposes my family or myself to an unreasonable risk of harm or loss;
- Hiking can be a dangerous activity. While hiking, my child(ren) and/or myself, may be exposed to dangers and hazards, including but not limited to falling rocks, inclement weather, hostile or aggressive wildlife, insect bites, falls, fractures, concussions, equipment failures, negligence of others, drowning, and/or death. As a consequence of these risks, my child(ren) and/or myself may be seriously hurt, disabled or may die from resulting injuries, and my property may also be damaged. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during all or portions of the activity; and
- BKA assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation costs that I and/or my family incur.

2. **Assumption of the Risk:** I voluntarily, knowingly, and expressly assume the above-mentioned risks as well as other risks not listed that are part of the activity, and any harm, injury or loss that may occur to me or my property as a result in my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of BKA, its employees, agents, officers, contractors, volunteers, vendors and other Activity participants. I also understand that any equipment I provide or may borrow or rent from BKA or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. **RELEASE OF LIABILITY:** I hereby RELEASE BKA, its owners or members, heirs, agents, attorneys, employees, volunteers, assigns, other participants, sponsors, advertisers, contractors, vendors, equipment providers, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occurs to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims excluded from being waived by law. I also agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss, harm, or property damage or destruction which occur during the Activity or are related in any way to the Activity.

4. **DISCLAIMER OF**

5. **INDEMNIFICATION HOLD HARMLESS AND DEFEND:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to

LIABILITY FOR THIRD PARTY PRODUCTS. As a service to its

hikers/participants, BKA makes available meals and other items for consumption provided by third-party

sponsors and vendors. As part of this service, a third-party sponsor has provided the following disclaimer:

“Food items may contain allergens such as gluten, nuts, or wheat. If you have these allergies, please do not

consume.” BKA DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR

IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY FOOD

SERVICES. THE HIKER/PARTICIPANT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY BKA AS TO THE FITNESS OF THE THIRD-PARTY FOOD OR SERVICES FOR THE HIKER'S INTENDED CONSUMPTION.

which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

6. **HIKE HOSTS/MEETUPS:** BKA encourages everyone to participate by hosting hike meetups and other activities. I acknowledge that BKA has no control over and assumes no responsibility for the actions of any hike hosts at any time before, during, and after the Activity. I acknowledge that BKA has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.
7. **INSURANCE:** I do not expect BKA to provide insurance or pay for any costs associated with harm, including being injured or killed, to my family or myself. I know that I have the option to purchase my own insurance. If I were to suffer any type of loss during the Activity, I would not want my loss to negatively impact BKA. As I am assuming all of the risks associated with the Activity, I would find it harsh and inequitable to ask BPWH for indemnification relating to any events occurring during the Activity.
8. **BKA AND THE COMMUNITY:** I believe BKA serves a compelling public interest. It is important to me to see that BPWH maintains a strong public presence so that participants are inspired to get out and explore nature. I would not want to see BKA limit or restrict its activities because of concerns over liability. Participating in the Activity with BKA is a purely recreational endeavor. I know there are numerous trails, campsites, parks, and other natural areas available throughout my area where I could hike and enjoy other outdoor recreational activities without limiting my rights as a plaintiff. I do not believe this agreement reflects a disparity in bargaining power. I view BKA as a group of like-minded participants working together to further common goals. I view myself as a member of the organization and not a customer or client. I understand that if I do not like the terms of the waiver, I am free to submit a counterproposal to BKA organizers.
9. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of my family or myself or use of my name in connection with such likeness, and I grant to BKA and its sponsors, partners, advertisers, and assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.
10. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
11. **MEDIATION AND ARBITRATION AGREEMENT:** This agreement is governed by and shall be construed in accordance with the laws of the state of Alabama, without any reference to its choice of law rules. Any controversy or claim arising out of this agreement or in any way associated with the Activity shall be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). All hearings and other procedures shall be held before an Arbitrator who is a licensed attorney with at least 5 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The arbitrator's decision shall be final and

binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

If participant is under 18 years of age, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims and liabilities that governing law does not permit to be excluded by agreement.

Name of all participants

Signature

Date

Parent/Guardian Signature