

The Small Print - Liability and Indemnification

Insurance and Indemnification - Backtracks does not carry a huge liability policy to protect you in case of an accident; you need to provide for that yourself. Paying out huge sums to a third party to transfer risk will add considerable cost to the event. Our policy is that you can either retain the risk yourself, or make arrangements for your own third party coverage - this includes travel, trip cancellation, medical, etc. We do all in our power to make this an affordable, safe and fun event. Supervision of anyone under 18 is a parental responsibility. We remind you that we will be playing with sharp, hot toys in a wild outdoor setting without guardrails and warning signs. The kitchen is provided as a service to you. All instruction and services are provided by volunteers. We do everything in our power to keep the event a clean and healthy place to learn and socialize.

Agreements of Release and Indemnity

I hereby agree to release and discharge BACKTRACKS, LLC, its owners, agents, employees, directors, trustees and officers, contractors, land owners and all other persons or entities associated with it (individually and collectively referred to herein as "Backtracks and/or its associates") from all claims, liabilities and losses whatsoever asserted by or on behalf of me, in any way arising from or connected with my enrollment or participation in a Backtracks activity/event or the use of its equipment, facilities, or properties. This Release includes loss or damage claimed to be caused in whole or in part by the negligence of Backtracks and/or its associates.

I understand that in signing this document, I surrender my right to make a claim or file a lawsuit against Backtracks and/or its associates for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory.

I agree further to hold harmless and indemnify (that is, protect and pay or reimburse) Backtracks and its associates from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim, brought by a co-participant, rescuer or any other person for loss or damage caused by my conduct.

I agree further to hold harmless and indemnify Backtracks and its associates from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by any member of my family for loss or damage in any way arising out of my enrollment or participation in Backtracks activities or use of its equipment, facilities or properties. This indemnity includes loss, damage or expense claimed to have been caused in whole or in part by the negligence of Backtracks and/or its associates.

I hereby grant Backtracks LLC the irrevocable and unrestricted right to use and publish photographs of me, in which I may be intentionally or incidentally included, for editorial, trade, advertising and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same, and release Backtracks LLC from all claims and liability relating to said photographs.

• Print Name: _____

• Signature of Participant: _____ Date: ____/____/____

For Minor Participants, Their Parents And Guardians:

Signature of Parent(s) or Guardian: _____ Date: ____/____/____

If the Participant is a minor, they, and a parent (preferably both parents) or guardian, must sign above on behalf of the minor who acknowledges their awareness and assumption of the risks related to Backtracks activities - space is provided below for additional signatures. Parents or guardians, for themselves and on behalf of the minor, acknowledge and assume the risks described above, agreeing to release and indemnify Backtracks and/or its associates as provided above, and agree to the Additional Provisions hereof. Backtracks volunteers cannot/do not assume responsibility for minors. Parents/Guardians are responsible for all minor participants even while engaged in Kids Camp activities. Children under eight (8) must be accompanied by an adult while in Kids Camp. Adult supervision is required for anyone attending under the age of 18, and are responsible for the safety and actions of this minor, and assumes liability for any damages or injury resulting from their behavior during the event.

Name of Minor Participant(s): _____

Signature of Parent(s) or Guardian: _____