



WAIVER AND RELEASE OF LIABILITY

In consideration of participating in outdoor activities, cycling activities, loaned water craft or other equipment, or instructed in the use of gear and equipment, the undersigned acknowledges and agrees as follows:

- 1.) I agree that prior to participation I will review the activity as related to my ability to safely perform such activity and I will inspect the equipment to be used, and if I believe that the activity is beyond my physical ability or equipment is unsafe, I will immediately advise Top Spot Outdoors staff of such condition and refuse to participate. I understand that there may be other serious risks not known to me or discoverable by me.
- 2.) I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe and economic losses with might result not only from my own action or negligence, but also from the action, inaction, negligence or recklessness of other, from rules of play, or from the condition of the equipment being used.
- 3.) I hereby assume all risks and freely accept full responsibility for all damages, injury, permanent disability OR death.
- 4.) I hereby release, waive and discharge Top Spot Outdoors, its predecessors, successors, parents, affiliates, officers, directors, agents representatives and employees from any and all claims, demands, accidents, injuries, death, damages, costs, losses, warranty claims and all consequential damages, whether known or unknown, arising out of any alleged negligence or recklessness and their past or out of the design, manufacture, sale or use of equipment, or sponsorship and leadership of activities.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND SIGNS IT VOLUNTARILY.

THE UNDERSIGNED, PARTICIPANT, MINOR (17 YEARS AND YOUNGER) AND PARENT/GUARDIAN OF SAID MINOR HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTANDS ITS TERMS

I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

To Be Signed by all Participants

I understand the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant and accept time as a participant and the above.

Participant Signature _____ Date _____

Participant Printed Name _____ Phone Number _____

To Be Filled out by Parent or Guardian of Minors 17 years or younger

In Consideration of _____, my minor, child/ward ("my child"), being allowed to participate in any way, related events, and the undersigned acknowledges, appreciates, and agrees to the above.

Parent/Guardian Signature _____ Date: _____

Printed Name Parent/Guardian _____ Phone Number _____