

Vestigo Adventures, LLC
Recreational Activity Waiver

FOR GROUPS WITH PARTICIPANTS 18 YEARS OF AGE AND OVER

Group/Leader Name: _____

Date of Activity: _____

WAIVER AND RELEASE OF LIABILITY

In consideration of Vestigo Adventures, LLC, hereafter referred to as Vestigo, furnishing services and/or equipment to enable me to participate in Vestigo activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of Vestigo activities; (b) my participation in such activities and/or use of such services and/or equipment may result in injury or illness including, but not limited to bodily injury, disability or death; (c) these risks and damages may be caused by the negligence of the owners, employees, officers, volunteers or agents of Vestigo; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or guide decision making, including that a guide may misjudge terrain, weather, trail, or river route locations, and water level rises which may result in falling out of or drowning while in a raft, canoe or kayak and all risks, hazards and dangers that are integral to recreational activities and/or 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, volunteers or employees of Vestigo.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Vestigo and its owners, agents, officers, volunteers 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 Vestigo equipment or may arise out of my participation in Vestigo activities. I specifically understand that I am releasing, discharging and waiving any claim or actions that I may have presently or in the future for any negligent acts or other conduct by the owner, agents, officers, volunteers or employees of Vestigo. Should any part of this contract be found to be invalid it shall not effect any other provisions in the contract.

All riders/renters/participants agree to pay all attorney fees and related court cost incurred by both them and Vestigo should they elect to enter into civil litigation or any other form of recourse against Vestigo. Vestigo and participants electing to pursue any

legal actions against Vestigo agrees that the court of jurisdictions shall be in Clarke County, Georgia.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE VESTIGO ADVENTURES, LLC, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name (Printed):

Signature:

Address:

[illegible]