

## WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF** the risk of injury that exists while participating in OUTDOOR RECREATION/HUNTING/ SURVIVAL COURSES (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge NANOQ GUIDE SERVICES AND SURVIVAL TRAINING; ANCIENT WISDOM SURVIVAL SCHOOL, located at 59 Doore Rd, Dover Foxcroft, Maine 04426, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School, its agents, and employees.

I agree that this Release shall be governed for all purposes by Maine law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and Nanoq Guide Services and Survival Training; Ancient Wisdom Survival School agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**I understand and agree that my signature on this Medical Information Form and/or any signature contained within this document packet constitutes acknowledgment and acceptance of the Nanoq Guide Services & Survival Training Waiver, Release of Liability, Assumption of Risk, and all related policies and documents in their entirety, without limitation or restriction.**

**Participant Medical Information & Emergency Contact Form**

**This information is confidential and will only be used in the event of a medical emergency or safety incident.**

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**PARTICIPANT INFORMATION**

**Full Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

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

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

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

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**EMERGENCY CONTACT INFORMATION**

**Primary Emergency Contact**

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

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

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

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**Secondary Emergency Contact**

**Name:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

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

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

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**MEDICAL INFORMATION**

**Primary Care Physician / Medical Provider**

**Doctor or Practice Name:** \_\_\_\_\_

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

**Hospital Preference (if applicable):** \_\_\_\_\_

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**HEALTH HISTORY**

Please check any condition(s) that apply:

- Asthma
- Diabetes
- Seizures/Epilepsy
- Heart Condition
- High Blood Pressure
- Allergies (food/environmental)
- Severe Insect Allergy
- Anxiety/Panic Disorder
- PTSD
- Physical Limitations
- Recent Surgery/Injury
- Hearing Impairment
- Vision Impairment
- Other: \_\_\_\_\_

Please explain any checked conditions or other important medical information:

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**ALLERGIES**

Please list all allergies and reactions:

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No Known Allergies

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**CURRENT MEDICATIONS**

Please list all medications currently being taken:

<b>Medication</b>	<b>Dosage</b>	<b>Purpose</b>	<b>Emergency Concerns</b>
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No Current Medications

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**MEDICAL DEVICES / SPECIAL NEEDS**

- EpiPen
- Inhaler
- Insulin
- CPAP
- Mobility Assistance
- Other: \_\_\_\_\_

Special instructions or accommodations:

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**INSURANCE INFORMATION**

**Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Group Number:** \_\_\_\_\_

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**EMERGENCY MEDICAL AUTHORIZATION**

In the event of illness or injury during participation in activities with Nanoq Guide Services & Survival Training, I authorize staff, volunteers, guides, instructors, or emergency responders to obtain emergency medical treatment on my behalf if I am unable to communicate.

I understand every reasonable effort will be made to contact my emergency contacts listed above.

I acknowledge that participation in outdoor activities may occur in remote areas where medical care may be delayed.

**Participant Initials:** \_\_\_\_\_

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**PARTICIPANT ACKNOWLEDGEMENT**

I certify that the information provided on this form is accurate and complete to the best of my knowledge. I understand it is my responsibility to update this information if changes occur.

**Participant Name (Print):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**FOR MINORS ONLY**

I am the parent/legal guardian of the above participant and authorize emergency medical treatment as described above.

**Parent/Guardian Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_