

## RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in any way in any of Everglades International Hostel, INC's (ADBA: Everglades International Hostel and Tours) program/s, its related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in these programs are significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorneys' fees), and HOLD HARMLESS the Everglades International Hostel, INC, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Sign Here \_\_\_\_\_ Age \_\_\_\_\_ Date Signed \_\_\_\_\_

Emergency contact phone number/s \_\_\_\_\_

I authorize Releasees to provide or obtain for me, or the minor child for whom I sign, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Releasees and me or the minor child for whom I sign will be governed by the substantive laws of the State of Florida (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that State, in the County of Miami-Dade. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I agree to pay all costs and attorney's fees incurred by Releasees in defending a claim or suit brought by me, on my behalf or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Releasee is not responsible for the claimed injury or loss.

Sign Here \_\_\_\_\_

## FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin. I RELEASE AND AGREE to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Sign Here \_\_\_\_\_