

RELEASE AND WAIVER OF LIABILITY FOR LEAP OUTSIDE, LLC

By attending a Class (which are classes that take place in outdoor settings) by LEAP (LEAP Outside, LLC), I agree to accept all parts of this Release and Waiver.

Assumption of Risk

There are sometimes unknown individual risks and circumstances that can arise during LEAP classes that cannot be foreseen. I understand that my participation in classes, at any level, is to be taken at my own risk, with no liability on LEAP's part, recognizing that there is a rare chance that illness, injury or even death could result. Additionally, I acknowledge that I am using my own capacity and assessment of risk when it comes to making my own decisions for myself and my children or the children in my care, and I am voluntarily making those decisions with the full awareness that there may be risk involved to me, my children, or the children in my care. By attending any class with this group, I expressly assume any risks, injuries or damages, known or unknown, which my children, the children under my care, or I might incur as a result of participating in the classes.

Personal Responsibility

By participating in LEAP classes I am acknowledging that I am solely and personally responsible for my own preparedness, health, life, well-being, choices, actions and results at all times, and for those of my children or children under my care. I am responsible for researching the class in which I am voluntarily participating, knowing the area, and bringing the proper gear for myself and children for all weather conditions. I understand that I am responsible for my safety when I choose to challenge my capabilities or personal health conditions at a class, for determining whether a class is at an appropriate level for me and my family, and for participating based solely on my own judgment. I take full responsibility for having appropriate skills and physical conditioning, equipment and supplies for all classes.

Emergency Medical Assistance

I consent to the application of first-aid or other emergency medical services to be applied to me, my children, or the children under my professional care, if needed, in connection with an health problem or emergency during a Class, including calling 911 for an ambulance. I agree to hold the Class Instructors (instructors leading class), LEAP, E.P. Tom Sawyer State Park (Tom Sawyer), and Blackacre Conservancy (Blackacre) harmless as a result of any such injury or damage I may suffer due to the application of treatment, medical services, or emergency medical care provided or offered to me, my children, or the children under my professional care.

The Role of Class Instructors

I understand and agree that the sole role of the Class Instructor is to organize the logistics of the Classes. They are not responsible for my safety or well-being or of that of my children or children under my professional care.

No Liability

I agree to waive liability of LEAP, Blackacre, Tom Sawyer, Class Instructors, or any other member of a LEAP class, for any accidents, delays, injuries, mishaps, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, affiliated with LEAP or otherwise, even if I am expressly advised of the possibility of such damages or difficulties, whether caused by the fault of myself, the Class Instructors, other attendees or other third parties. This release and waiver extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability. In no event will I hold LEAP, Blackacre, Tom Sawyer, Class Instructors, or any other member of a LEAP class liable for any direct, indirect, special, incidental or consequential damages for any use or non-use of, or reliance on, the Classes.

I hereby waive and release all rights and claims for damages against LEAP and its officers, members and families personally for all injuries which may be sustained by me or any family member(s) while participating in the programs I attend. I understand the content of the program and the risks of personal injury herein. I further agree to indemnify and hold harmless LEAP and each of its members from any claim for loss or damage or injury to myself, any member of my family, or a child under my professional care arising from or in connection with any participation in the Classes.

Release of Claims

In consideration of being permitted to participate in Classes, I knowingly, voluntarily and expressly waive any claim I may have against LEAP, its Class Instructors, Tom Sawyer and Blackacre for any injury or damages that I may sustain as a result of participating in the Classes. I agree now that I hereafter forever release LEAP, its Class Instructors, Tom Sawyer and Blackacre from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, which I have ever had, now have or will have in the future against LEAP, arising from my past or future participation in, or otherwise with respect to, any acts or omissions or anything related to the Class.

Media Waiver

I authorize you to use the following information relating to me, my children and my family: My picture – including photographic, motion picture, and electronic (video) images. I hereby grant to you the right to use, publish, and reproduce, for all purposes pictures of me in film or electronic (video) form, sound and video recordings of my voice, and printed and electronic copy of the information described above in any and all media including, without limitation, cable and broadcast television and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. I further grant you all right, title, ownership and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant you the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, advertising or for any other purpose, as it deems fit. I also understand that LEAP is not responsible or liable in any way for photos that other members post on social media or otherwise share or distribute as we have no control over others' actions. Should I object to a photo of me or my child being posted or shared by another member, I understand that I need to contact that member directly and ask him/her to remove or take down the image as LEAP is not involved or responsible for that situation.

Voluntary Consent

I acknowledge that I am participating voluntarily in these Classes with the full awareness that my participation may contain certain inherent risks to me, my children or the children under my professional care, and I voluntarily consent to all such risks. I give full consent to participating in the Class, and by providing my consent, I voluntarily agree to all of the terms of this Release and Waiver. Regardless of whether I have provided my signature or not, my attendance at a Class signifies that I have read this Release and Waiver and I fully understand and implicitly consent to all of its contents.