

HIKING TOUR ASSUMPTION OF RISK AND LIABILITY / WAIVER OF CLAIMS AND INDEMNITY AGREEMENT / DECLARATION OF FITNESS AGREEMENT

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING.

If you choose to go on the tour, you may be exposed to dangerous conditions, whether they are natural or man-made, or whether they arise from encounters with slippery mud, slippery rocks, rising stream waters, wild animals, insects or dangerous plants. As these conditions can cause injury or sickness. Considering your physical condition and the conditions you may encounter on the tour, we ask that you do the following to reach your decision:

Photo Release Agreement:

_____ I hereby grant UpperPeninsulaTours, and his/her legal representatives permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including but not limited to print media, tv, web-based publications, instagram, facebook, youtube, etc, without payment or other consideration.

Assumption of Risk associated with Hiking activities:

1. I acknowledge that there are potential dangers associated with hiking, swimming, walking/swimming under waterfalls, and optionally jumping into pools in the Upper Peninsula's wild outdoors in undeveloped areas, which include but is not limited to: slipping, tripping or falling on rugged, slippery or boulder-strewn trails and stream beds; hitting the water hard or striking submerged objects if you jump into pools; being struck by falling tree parts or rocks; being exposed to the elements; changing weather conditions; changing trail conditions, including hiking in stream beds and rising stream waters; and equipment malfunction or failure. I understand at times I may have to traverse terrain including but not limited to crossing streams, rivers, creeks, I may have to traverse over rocks, ledges, in and over ravines, canyons, gorges, loose sand, mud, dirt, climb over large trees, bushwack through thick brush. These dangers can result in sprains, strains, torn ligaments, torn muscles, broken bones, eye and ear damage, cuts, wounds, scrapes, abrasions, contusions, head injuries, neck injuries, rib injuries, spine injuries, arm injuries, wrist and hand injuries, leg injuries, ankle and foot injuries, injuries to other parts of the body, drowning, hypothermia, exhaustion, sunburn, sunstroke, dehydration, poisoning, infection, oxygen shortage, animal or insect stings and bites, shock, paralysis, or death.

2. I acknowledge that I might develop cold weather and or heat related injuries or illnesses including but not limited to: sun burn, dehydration, heat stroke, heat exhaustion, frost bite, frost nip, hypothermia. Any of these conditions could lead to more severe injuries, illness, or even death.

I also acknowledge that there are possibilities of attacks or encounters with insects, wildlife, and or animals.

NOTE: UpperPeninsulaTours does not carry an EpiPen or Inhaler for asthma or other medical issues. It is the responsibility of the the participant to bring their medications and or administer medication to themselves should they need while on the tour.

3. Accept the instructions of the guide/s during the hike.

4. Acknowledge that a hiking tour is not the same as a walk in the park.

5. Fully inform the guide/s of your ability to participate in the hike and of any physical or medical conditions that might impair your hiking skills such as vision or depth of field perception or limited movement in part of your body. If you do not feel that you will be able to complete the hike, please let the guide/s know so that (s)he may help you decide the proper course of action. Please write your medical concerns or conditions on the backside of this paper.

6. Acknowledge that a danger of hiking in undeveloped areas is the lack of immediately available medical facilities or health care professionals such as doctors and nurses and that some injuries or sicknesses which can result from participation in the hiking tour may require medical care greater than the wilderness first aid and CPR which the guide/s can provide.

7. Agree to use your common sense in enjoying the hiking tour which includes staying with the tour group, staying on designated routes, avoiding short cuts, using care when crossing streams, approaching animals slowly, following instructions of the guide/s, using any safety equipment provided and not exceeding your physical limitations and abilities.

8. Acknowledge that equipment may malfunction, even if checked on a regular basis.

9. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or I agree to bear the costs of injury or damage myself, and I am willing to assume the risk of any medical or physical condition that I may have.

_____ I understand the description of the risks associated with this tour and understand that it may not be a complete list of every possible scenario that could arise while on a tour and these unknown and unanticipated risks may result in injury, illness, or even death.

Release of Liability, Waiver of Claims, and Indemnity Agreement:

In consideration of participating in this hiking tour, and for good and valuable consideration, I acknowledge that UpperPeninsulaTours has informed me of the risks and dangers associated with a hiking (and optional swimming and cliff jumping on waterfalls hikes) tour in an undeveloped area, and that I will release UpperPeninsulaTours, its employees, guides, and agents, and all landowners involved from any responsibility for any damage to persons or property or injury that results from the risks and dangers or in the event that I leave the tour group, for any resulting damage to personal property or injury that results. I also understand that I am giving up my right to bring a lawsuit against Hike Maui for damages or injuries that may result from my participation in the tour. Agreed: _____ (initial here)

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees' from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees' or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

By entering the Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

In the event that I file a lawsuit, I agree to do so solely in the state of Michigan where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Declaration of Fitness Agreement:

I furthermore and hereby declare that I am personally physically fit and that I have no physical and or mental condition/s that should preclude me from participating in my chosen activity. I am not participating against any medical advice or treatment and I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of hiking activities, I will notify the guide immediately and before moving away from the immediate vicinity.

_____ I have read the ASSUMPTION OF RISK / RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT / DECLARATION OF FITNESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IN, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I am understand that I am taking responsibility by signing for my entire group.

Print Name: _____ Signature: _____

participants in my group are:

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Print Name: _____ Signature: _____

Address: _____ City: _____

State: _____ Zip: _____

Telephone: _____ Date: _____

Email address: _____ Join email list Y N

By joining our email list you will receive updates on our rentals, specials, coupons, and pertinent news about UpperPeninsulaTours. We DO NOT Spam or Sell our email lists!

Emergency contact (name): _____ Phone: _____

How did you hear about our rentals? (circle one)

UP Tours Website - Instagram - Facebook page – Walk-in – Friend - Google

Other: _____

Parent or Guardian release

I HAVE READ THE ABOVE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN UP Tour's,HIKING, KAYAKING, CANOEING, PADDLEBOARDING, or WATER SPORTS ACTIVITIES, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH, AND AGREE TO ALL TERMS WITHIN THIS AGREEMENT.

Parent/Guardian Signature: _____

Childs name: _____

Childs name: _____

Childs name: _____

Childs name: _____