



**PARTICIPANT RELEASE OF LIABILITY and IMAGE RELEASE**

PLEASE READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the above competition, related events and activities, I,

\_\_\_\_\_, Team Captain, \_\_\_\_\_, 1st Teammate
\_\_\_\_\_, 2nd Teammate, \_\_\_\_\_, 3rd Teammate

the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in the Expedition BVI Adventure Expedition is significant and includes, but is not limited to, the following; drowning, near-drowning, sprains, strains, fractures, heat and cold injuries, over-use syndrome, injuries involving vehicles, animal bites and stings, contact with poisonous plants, accidents involving, but not limited to; paddling, swimming, climbing, biking, hiking, scuba diving, travel by boat, truck, car, or other convenience, and the potential for permanent paralysis and death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
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 to the fullest extent of the law.
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 nearest official.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS PEAK Adventures, Inc. and Odyssey Adventure Racing, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I further state that I am in proper physical condition to participate in this event and am over 18 years of age (or have a parental waiver).
6. The Releasees reserve the right to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the releasees which might affect the health or safety of the participants. No refunds will be granted.
7. I grant permission for the use of my name and or likeness related to my participation in any event conducted by PEAK Adventures, Inc. I also grant the use of my voice and any and all recorded and or filmed/video/photographed footage of me, and further waive all rights to any compensation, as a result of my name or likeness being used in any way.

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.

\_\_\_\_\_, DOB \_\_\_\_\_, Date Signed \_\_\_\_\_
Team Captains Signature
\_\_\_\_\_, DOB \_\_\_\_\_, Date Signed \_\_\_\_\_
1st Teammate's Signature
\_\_\_\_\_, DOB \_\_\_\_\_, Date Signed \_\_\_\_\_
2nd Teammate's Signature
\_\_\_\_\_, DOB \_\_\_\_\_, Date Signed \_\_\_\_\_
3rd Teammate's Signature
\_\_\_\_\_, DOB \_\_\_\_\_, Date Signed \_\_\_\_\_
Parental signature for competitor under age of 18