



Project Imo, Inc.
North Windham, CT 06256

Risk and Safety: Release and Acknowledgement Agreement

RELEASE AND ACKNOWLEDGEMENT OF RISK FORM

As a condition to my participation in the Project Imo Program, I agree that Project Imo, Inc., their agents, trustees, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf shall not be liable for any injury, mental distress, damage, loss, expense, delay, or inconvenience suffered by me and arising out of my participation in the Project Imo program, except to the extent such injury, mental distress, damage, loss, expense, delay or inconvenience is caused solely by the willful misconduct of Project Imo. Furthermore, I hereby agree to release and discharge PI, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that the Project Imo programs entail various optional outdoor adventure based recreational activities such as, but not limited to: canoeing, kayaking, rock climbing, backpacking, caving, ropes courses, mountain biking, hiking, and snow skiing/boarding. These activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity. If I do decide to participate in such optional activities, such decision is mine alone and I assume all risks associated with such optional activity, and Project Imo shall not have any liability for any injury, death, loss, damage, expense, delay or inconvenience suffered by me arising out of such participation, except to the extent such injury, damage, loss, expense, delay or inconvenience is caused solely by willful misconduct of Project Imo.

The risks of the programs include, but are not limited to: slips and falls while walking in rugged, hazardous terrain; severe weather and environmental conditions; hypothermia; accidental drowning; sprains, strains, joint dislocations, and broken bones; falling from high places; the negligence of other participants; and exposure to potentially harmful wildlife, insects, and plant life.

All activities are supervised throughout the program. Instruction will be provided regarding the safe use of all equipment and activities. Participants are advised to point out hazardous situations to the facilitators.

"I hereby take full responsibility for these risks and understand that other risks may also exist. I take full responsibility for those risks."

2. "I understand that my negligence may result in injury to another person or equipment. I take full responsibility and hold harmless Project Imo from any claims, demands, or causes of action which are associated with my negligence."

3. "I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks."

4. "I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless Project Imo 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 PI's equipment or facilities."

5. Should Project Imo or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I have read and fully understand the trip description and registration form, medical contact form, and any other materials provided by Project Imo regarding the trip. I have had the opportunity to ask any questions that I may have about the trip and related activities and the responsibilities and risk involved. All of my questions have been fully answered.

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by such condition.

8. In the event that I file a lawsuit against Project Imo, I agree to do so solely in the State of Connecticut, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state

I AM ALSO AWARE THAT MANY RECREATIONAL ACTIVITIES CAN BE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN SUCH ACTIVITIES, WITH KNOWLEDGE OF THE DANGERS INVOLVED. I AGREE TO ACCEPT ALL RISKS OF INJURY OR LOSS OF ANY KIND ASSOCIATED WITH OR RESULTING FROM SUCH ACTIVITY.

I, for myself, legal representatives, heirs and assigns, hereby release, waive and discharge Project Imo, its officers, employees, directors, shareholders and its parent and affiliated companies ("Releasees"), from all liability to me, legal representatives, heirs and assigns, for any and all loss or damage, and any claims or damages resulting therefrom, on account of injury to my person or property, even injury resulting in my death, while I am participating in said activity and/or being transported to or from said event, unless such loss is caused solely by the willful misconduct of a Releasee.



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Medical Disclosure. I neither know of nor have any reason to believe that I have any medical condition and certify that I am not taking any prescription or non-prescription drugs that could either result in injury to me or others if I participate in any activity during the Project Imo program, become excited, agitated or anxious, assist in rescue situations, provide emergency care, receive emergency care or other first aid (i.e., due to an infectious disease, diabetes or other condition) or otherwise adversely affect my ability to participate in this event.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Project Imo on the basis of any claim from which I have released them herein.

I hereby grant to Project Imo all rights necessary to enable Project Imo to use, reproduce, assign, and/or distribute, in all forms and in any media, my image and/or photograph or video, and any such other items related to my use of the Project Imo programs and events for promotion and/or education purposes. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant Signature: _____ Print Name: _____ Date: _____

PARENTS or GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (Print minor's name) ("Minor") being permitted by Project Imo to participate in its activities and to use its equipment and facilities, I further agree to indemnify, defend and hold harmless Project Imo from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature: _____ Print Name: _____ Date: _____