

ESCAPE THE DISTRICT, LLC – PARTICIPANT’S ACKNOWLEDGEMENT OF RISK

****THIS IS AN ACKNOWLEDGEMENT OF RISK – PLEASE READ IT COMPLETELY****

In consideration of the services of Escape The District, LLC, trading as Assateague Island Tours, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as Escape The District, LLC) I agree as follows:

Although Escape The District, LLC has taken reasonable steps to provide me with the appropriate information so I can enjoy an activity for which I may not be skilled, Escape The District, LLC has informed me this activity is not without risk. I accept and clearly understand that there are certain risks that are inherent and other risks, dangers and hazards associated with each activity and cannot be eliminated without destroying the unique character of the activity. These risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or personal injury, illness, or in extreme cases, permanent injury, trauma or death. Escape The District, LLC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks and other risks, dangers and hazards. The risks include, but are not limited to, the following:

drowning, slips, trips, falls, heat exhaustion, heat stress, sunburn, dehydration, sprains and strains, broken bones, cuts and lacerations, trauma from striking objects, submersion, fire burns, vehicle accidents, the possibility that you will be jolted, bounced, jarred and shaken about during vehicle rides, injuries from wildlife, insect bites, water-borne pathogens, and any other environmental injury.

I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. **I FREELY ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT RISKS IDENTIFIED HEREIN AND THOSE OTHER RISKS, DANGERS AND HAZARDS NOT SPECIFICALLY IDENTIFIED.** My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks and possibility of other risks, dangers and hazards.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Escape The District, LLC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I freely assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Name of participant: _____

Name of parent/guardian (in case of participant under 18 years of age): _____

Signature* _____

Date: _____

*Parent or Guardian signature must accompany minor signature