

Finish Well

Acknowledgment and Assumption of Risks & Release and Indemnity Agreement

Introduction:

Please carefully read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement ("Document") before signing. This document outlines your responsibilities, assumption of risks, and includes a release of liability, indemnification obligations, and a surrender of certain legal rights. By booking a trip with Finish Well, you ("Participant", "I" or "me") acknowledge and agree to the following:

Activities, Risks, and Acknowledgment of Risks:

Participating in activities organized by Finish Well entails inherent risks, including but not limited to hiking, camping, water activities, cultural tours, and transportation. These activities may involve natural hazards such as extreme weather conditions, challenging terrain, wildlife encounters, and risks associated with travel. By participating in these activities, I acknowledge and accept the inherent risks involved, including the risk of injury, property damage, death, or other losses.

I understand that engaging in activities organized by Finish Well entails inherent risks that could result in injury, property damage, or other losses for myself and others, including my family. These risks include, but are not limited to:

Outdoor Environment: Traveling in various terrains such as high-altitude, mountainous, wilderness, desert, canyon, or jungle areas may expose participants to hazards like storms, extreme weather conditions, rapid weather changes, intense UV exposure, wildlife encounters, and other natural or man-made dangers.

Water Activities: Participants may face risks such as slipping while entering or exiting boats, falling overboard, or experiencing accidents like boat flips, capsizing, or collisions. Risks also include being submerged in deep or fast-moving water without the ability to swim, and encountering obstacles or rigging underwater.

Judgment: Guides and participants must make decisions in environments where judgments can be imprecise and subject to error. Risks include misjudging capabilities, health conditions, weather conditions, terrain, or route locations.

Travel: Traveling to and from destinations, especially in foreign countries, presents unique risks such as political unrest, terrorism, exposure to diseases, dangerous road conditions, and encounters with unfamiliar legal and cultural norms.

Personal Health: For participants of Finish Well, it's important to recognize that your mental, physical, or emotional state, including any alcohol or substance use, whether disclosed or not, poses potential risks when engaging in activities. While Finish Well will review the health information you provide, it's impossible to predict or eliminate all risks or complications related to your condition. Therefore, it's essential for you, with or without consultation with your healthcare provider, to carefully assess whether the activities are suitable for you. This assessment should consider factors like the trip itinerary, activity level rating, descriptions provided by Finish Well, and other important trip details.

Additionally, there are health risks associated with interacting with others, spaces, and equipment during the trip. This includes the risk of contracting or transmitting communicable diseases, viruses, or bacteria, both before, during, and after the trip, potentially affecting vulnerable populations. Participants are responsible for selecting trips and activities that align with their abilities and health condition, taking into account these factors and potential risks.

Physical Activity: Participants may overestimate their abilities, lose control, trip, collide with hazards, or experience equipment malfunctions while engaging in physical activities.

Location: Activities may take place in remote areas far from medical facilities, leading to potential delays in communication, transportation, evacuation, and medical care. Although Finish Well guides may have access to wireless communication devices, use of these devices in any location is unreliable.

Equipment: There is a risk of equipment misuse, failure, or malfunction, including personal and rented equipment. Participants are responsible for choosing appropriate equipment and understanding its condition.

Camping/Lodging: Participants may encounter hazards such as water contamination, allergic reactions to food or beverages, burns from cooking, falling trees, or disturbances from wildlife while camping or lodging.

Free Time and Conduct: Participants have unsupervised free time during trips, and risks may arise from interactions with other participants or third parties, including inadvertent or intentional misconduct.

By participating in Finish Well activities, I acknowledge and accept these inherent risks and agree to assume full responsibility for any resulting injury, damage, or loss, including those arising from my own negligence or misconduct. I also agree to review all materials, complete required forms, abide by terms and policies, and recognize my shared responsibility for the group's well-being at all times.

Release & Indemnity Agreement:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights.

Release of Liability: I agree to Release and NOT SUE Finish Well, its owners, officers, employees, guides, agents, and affiliates (the "Released Parties") with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (collectively, "Claims"), for any injury, damage, death, or other loss connected with my participation in Finish Well trips or activities. **I understand I agree to waive all Claims I may have against the Released Parties, bind my estate and any family member/heir/other party bringing Claims, and agree that neither I, nor anyone acting on my behalf, will make a Claim against the Released Parties as a result of injury, damage, death, I or other loss suffered by me.**

Indemnification: I agree to defend and indemnify Finish Well (the Released Parties) against any claims brought by myself, my family members, heirs, or estate, or any other party, arising from my participation in Finish Well trips or activities. This includes, but is not limited to, any Claims brought on by a medical care provider, insurer, or other third party as a result of medical or other care or services provided to me, including transportation and evacuation costs.

This Release and Indemnity Agreement includes Claims of or resulting from the Released Parties' negligence (but not any of their gross negligence or willful and wanton misconduct), and includes Claims for personal injury or wrongful death (including but not limited to Claims related to emergency, medical, drug or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other Claim.

Other Provisions:

Governing Law: Indiana substantive law governs this Document and any disputes with Finish Well. Any legal proceedings must be filed in Hamilton County, Indiana.

Medical Care: I authorize Finish Well to obtain or provide medical care for me if necessary, during the trip, and I agree to bear all associated costs.

Participant Conduct: Finish Well reserves the right to dismiss any participant who poses a safety concern or disrupts the trip.

Responsibility: I am fully responsible for myself during travel to and from the trip destination.

Enforceability: This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any part of this Document is found to be unlawful or unenforceable, the remaining provisions shall remain in effect.

I have carefully read, understand, and voluntarily sign this Document, acknowledging its effectiveness and legal binding nature upon myself, my spouse, children, and other family members, and upon my heirs, executors, representatives, subrogees, assigns and estate. My signature, whether electronic or manual, signifies my agreement to the terms outlined herein.

Participant Signature: _____ Date: _____

Print Name: _____