

# Liability Waiver

In consideration of the services of Pucon Kayak Retreat & Multi-Adventures, \_\_\_\_\_ (parent/guardian, student, or participant) hereby agree to release and discharge PKRAMA on behalf of \_\_\_\_\_ (participant), myself, my children, my parents, my heirs, assigns, personal representation and estate as follows:

**Participant and parent/guardian please initial each paragraph:**

\_\_\_\_ 1. I, participant, acknowledge that my participation in outdoor adventure based activities such as whitewater kayaking; trekking; horseback riding; mountain biking; hot springs; swimming/walking in rivers or lakes; skiing or sledding; SUP boarding; canyoneering; tandem paragliding; rafting; fishing; and general exploration of mountains, lakes, lagunas, and volcanos entails known and unforeseen 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 risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, safety is a top priority for the faculty and coaches of PKRAMA, but no one is infallible. PKRAMA may be unaware of a participant's fitness or abilities. Employees might misjudge the weather, the elements, or the terrain, and the equipment being used might malfunction.

\_\_\_\_ 2. I, participant, 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 risks.

\_\_\_\_ 3. I, parent/guardian, hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PKRAMA from all claims, demands, or causes of action, which are in any way connected with my participation in an activity or PKRAMA service, including any such claims which allege omissions.

\_\_\_\_ 4. Should PKRAMA be required to incur attorney's fees and costs to enforce this agreement, I, parent/guardian, agree to indemnify and hold them harmless for all such fees and costs.

\_\_\_\_ 5. I, participant, 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 costs of such injury or damage myself. Please list any medical or health preconditions that could interfere with safety in this activity\_\_\_\_\_. A non-response here indicates 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 costs of all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_ 6. In the event that I, parent/guardian, file a lawsuit against PKRAMA, I, parent/guardian, agree to do so solely in the country of trip operations, Chile, and I further agree that the substantive law of Chile shall apply in that action without regard to the conflict of law rules of that country. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in force and effect.

\_\_\_\_ 7. In consideration of participant being permitted by PKRAMA to participate in whitewater and outdoor adventure activities, personal instruction and to use PKRAMA facilities, I further agree to indemnify and hold harmless PKRAMA from any and all claims which are brought by, or on behalf of minor, and which are in anyway connected with such use or participation by minor.

\_\_\_\_ 8. By signing this document, we, participant and parent/guardian acknowledge that if anyone is hurt or property is damaged during participation in this activity, we, participant and parent/guardian may be found by a court of law to have waived my right to maintain a lawsuit against PKRAMA on the basis of any claim from which I, parent/guardian, have released them herein. I, participant and parent/guardian have had sufficient opportunity to read this entire document. We, participant and parent/guardian, have read and understood it, and agree to be bound by its terms.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_