

**Holly Scherer, Kairos Concepts LLC**  
**Guided Tour and Instructional Activities**  
**Waiver, Release of Liability, And Assumption of Risk**

I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers, and hazards and such risks exist in participation in guided tours and instructional activities by Holly Scherer, Kairos Concepts, LLC. ("Holly Scherer"). My participation in any such activity may result in injury or illness, including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that may cause serious disability. These risks and dangers may be caused by the negligence of the participants, the negligence of the owners, employees, or agents of Holly Scherer, breaches of contract, forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes and other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor, or recreational environment.

In consideration of the guided tour services by Holly Scherer and other outdoor recreational activities, I agree that by my participation in these activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, or employees of Holly Scherer, or any other person, including myself. I also verify that I am in good health, and I am capable of pursuing any of the guided tour activities of Holly Scherer. My participation in all activities involving the guided tour and instructional services of Holly Scherer is voluntary. Representatives of Holly Scherer have taken reasonable steps to provide me with appropriate equipment and/or skilled guides so that I can enjoy an activity for which I may not be skilled. Holly Scherer has informed me that these activities are not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage, the risk of which I assume.

I, on behalf of myself, my personal representatives, and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Holly Scherer and its owners, agents, and employees from any and all claims, suits or actions, or losses for liability, bodily injury, property damage, wrongful death, or otherwise which may arise out of my participation in activities guided by Holly Scherer brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Holly Scherer incurs any of these types of expenses, I agree to reimburse Holly Scherer. I acknowledge that the "indemnities" are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Holly Scherer. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct of the owners, agents, or employees of Holly Scherer.

I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that there may be no aid stations available for the Activity. If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered. I am aware that it is advisable to consult a physician before participating in the Activity. If I have consulted a physician, I have taken the physician's advice.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

Both the Participant(s) and Holly Scherer agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. I also understand that if any portion of this release and waiver is deemed overreaching or void for any reason, all other portions not deemed overreaching or void remain valid and in effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE HOLLY SCHERER FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND AM AT LEAST 18 YEARS OF AGE.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**Emergency Contact:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Do you have any preexisting medical conditions the hike leader should be aware of?**

**OPTIONAL MEDIA/PHOTO WAIVER:**

I hereby authorize and give my full consent to Holly Scherer to copyright and/or publish any and all photographs, digital recordings, videotapes, and/or film in which I appear. I further agree that Holly Scherer may transfer, use or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations. I further understand that I will receive no financial compensation of any type associated with publication and hold Holly Scherer harmless from any reasonable expectation of privacy or confidentiality associated with the media.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_