

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS  
ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PHOTO  
RELEASE**

*Express Assumption of Risk Associated with Recreational Activities Provided by L3  
Adventures, LLC*

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as, but not limited to, the following: camping, kayaking, canoeing, hiking, swimming, rafting, climbing, zip lining, fishing, and any and all other outdoor recreational activities provided by L3 Adventures, LLC. I further affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the rental of equipment and any transportation associated with the aforementioned activities in which I am about to engage. Inherent hazards and risks include, but are not limited to, the following:

1. Risk of injury from the activity and equipment utilized is significant, including the potential for disfigurement, permanent bodily injury and/or disability, and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity or portions of it takes place outdoors and, therefore, involves risks associated with exposure to the elements, including, but not limited to: excessive heat; hypothermia; impact of the body upon snow, waterways, and ground; exposure to live flame and/or fire; exposure to objects either natural or man-made; exposure to animals with the attendant risk of kicking, biting, shying away, running off, or otherwise moving in an unanticipated manner, resulting in injury and/or death.
4. My own negligence and/or the negligence of others, including, but not limited to: operator error and guide decision-making, including misjudging of the terrain, waterways, rapids, weather, trails, and/or route location.
5. Attack by or encounter with insects, reptiles, wildlife, and/or animals.
6. Accidents or illness occurring in remote places, where there may be no immediately available medical facilities.
7. Fatigue, chill, dizziness, and/or heat exhaustion, which may diminish your and/or your guide's reaction time and increase the risk of accident.

L3 Adventures, LLC

**I understand the description of these risks is not exhaustive, are provided merely for purposes of illustration, and that unknown or unanticipated risks may result in injury, illness, or death.**

***Release of Liability, Waiver of Claims, Indemnity Agreement, and Photo Release***

In consideration for being permitted to participate in the activity(ies) described above and related activities, I hereby agree and acknowledge that:

**1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, (herein referred to as “releases”): L3 Adventures, LLC, a Kentucky Limited Liability Company doing business as L3 Adventures, and, if applicable, its parent company and any subsidiary affiliates.

2. To release the releasees, their officers, directors, employees, contractors, representative, agents, and volunteers, vessels, and its parent and subsidiary affiliates from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active, passive, willful, or gross negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. I hereby give L3 Adventures, LLC, a Kentucky Limited Liability Company doing business as L3 Adventures, its officers, directors, employees, contractors, vendors, affiliates, and agents, and its assigned, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, my name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners (“Likeness”), without any restriction as to changes or alterations (including, but not limited to, blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) in connection with the activity(ies) through the Company’s business, products, and/or services, including, but not limited to, for purposes of advertising, publication, or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness (“Results”). I waive any right to further compensation.

4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

L3 Adventures, LLC

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 YEARS OF AGE AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.**

Signature of Adult Participant: \_\_\_\_\_

Name of Adult Participant (Please Print): \_\_\_\_\_

Email Address and Phone Number: \_\_\_\_\_

Emergency Contact Name and Relationship to Adult Participant: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_