

**DAISY WALKS LLC Participant Release of Liability and Assumption of Risk Agreement (page 1 of 2)**

Read before signing.

Participant Name \_\_\_\_\_

In consideration of being allowed to participate in any way in the Tour, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

- Nature is inherently unpredictable therefore the risk of injury from participation in this Tour is potentially significant, including the potential for permanent paralysis and death.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation.
- I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest company representative immediately.
- To the fullest extent allowable by law, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, agree to and do HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS DAISY WALKS LLC, its officers, officials, agents and/or employees, volunteers, subcontractors, and all other participants, sponsors, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), and all endorsers (Florida SEE) from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- I further agree to HOLD HARMLESS Daisy Walks LLC, its owner, employees, agents, and leaders, volunteers, and all participants on the Tour from any claims, damages, injuries or losses caused by my own negligence or intention while a participant on that Tour. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Tour.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Signature \_\_\_\_\_

Age \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

**(Page 2)**

**FOR PARENTS/GUARDIANS OF A PARTICIPANT OF MINOR AGE OR A PET.**

(UNDER AGE 18 or unable to sign AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above (page 1) of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or my pet's involvement or participation in these Tours as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or my negligence to the fullest extent permitted by law.

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

Emergency Phone Number \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

## **Agreement On Tour Policy and Content, and Release of Liability**

I, \_\_\_\_\_ understand that during my participation on this photography tour, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in each Tour and cannot be eliminated without destroying the unique character of the Tour. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and Daisy Walks LLC has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, tour members, tour leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risk of such Injuries and Damages are involved in adventure travel such as Daisy Walks LLC conducts and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this tour there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

I will pay any costs and fees for the Tour, I am liable for photography equipment borrowed or rented from Daisy Walks LLC that I am using; and I acknowledge my participation is at the discretion of the Leader.

The Tour officially begins and ends at the location(s) designated by the Tour Leader. The Tour does not include carpooling, transportation, or transit to and from the Tour, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by Daisy Walks LLC during the Tour.

If I decide to leave early and not to complete the Tour as planned, I assume all risks inherent in my decision to leave and waive all liability against Daisy Walks LLC from that decision. Likewise, if the Leader has concluded the Tour, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Daisy Walks LLC arising from that decision.

This Agreement is intend to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I understand, and I agree there are no guarantees, expressed or implied, regarding this Tour. Note, Daisy Walks LLC will make every effort at its discretion to provide the photographic opportunities as outlined for this Tour. I understand that seasonal and daily changes in the wild may alter the appearance of destinations and wild flora and fauna are not predictable. I further agree and understand that weather is

unpredictable, lighting conditions can be unpredictable, and unexpected interference with the Tour venues may occur (such as the arrival and or presence of people and individuals separate from DAISY WALKS LLC Tours). Refunds are solely the discretion of Daisy Walks LLC.

You must understand that travel with a group invariably involves compromise to accommodate the diverse desires, travel goals, personalities, and physical abilities of Tour participants. You also understand that while itineraries are carefully planned, they are not a guaranteed schedule of activities, events, or participation, but only a guideline and example. Group participants must allow for flexibility and changes deemed necessary by the Tour Leader or professional guides. There may be situations beyond our control due to geographic, climatic, physical, or governmental restrictions that will cause further changes in timing, locations, and activities. You understand that there will be no discounts or refunds for activities curtailed or otherwise affected by such circumstances.

I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate on the Tour.

Name \_\_\_\_\_

Date \_\_\_\_\_

Tour Date(s) \_\_\_\_\_

I hereby agree and consent to the foregoing Agreement on behalf of the minor, the senior (who can not sign), or a pet, below

Name of Minor, Senior, or Pet

\_\_\_\_\_

Age \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

## **Tour Risk Assessment and Precautions**

While risks are unpredictable, it is our opinion based upon experience in the field, that the primary risk to Tour participants is exposure to biting mosquitoes. Everywhere in South Florida, including indoors, you will be at some risk of being bitten and while there is currently no threat of malaria, there have been cases in our area of life threatening mosquito borne diseases. Take care to limit skin exposure and use whatever repellants you feel comfortable using. Practice awareness and also alert others on the Tour if you notice mosquitoes.

The mosquito is not the only insect threat but it is the only one we have personally experienced. There are also wasps, hornets, bees, poisonous spiders, ticks, and four kinds of poisonous caterpillars.

In addition there are annoyances you will want to avoid such as the chiggers in Spanish Moss and poison ivy.

After mosquitoes, the next, constant danger is sun exposure. We suggest a hat and in some locations, gloves, and in some locations a bandana to cover your face. We are all reminded that sunburn is an occupational hazard for photographers, naturalists, and birdwatchers, but simple precautions, such as wearing and re-applying sunscreen are easy to practice.

After sunburn, the next, consistent threat to Tour participants is the danger of dehydration. We suggest you carry fresh water and pay attention to your needs, and to symptoms of dehydration, such as fatigue.

Daisy Walks LLC in no way minimizes other dangers in the wilderness or in the parks and properties the Tour visits, but these suggestions (covering clothing, repellant, sunblock, hat, gloves, a bandana, situational awareness, and sufficient water), will help insure your Tour is safe and enjoyable.

## TOUR RULES

- The waiver must be signed before the Tour begins.
- Tour participants must alert Tour operators to special needs, vulnerabilities, and care. For example, please tell us in advance if you are fatally allergic to bee stings or are subject to regular seizures or have been warned by a doctor not to climb stairs. Please tell us in advance if you have a medication schedule we must observe.
- The Tour is understood to have ended when participants leave the Tour destination (wilderness area, park, or property) and does not extend to post-tour evening meals or social gatherings in restaurants, hotels public venues or private residences.
- Anyone deemed to pose a danger to other Tour participants will be removed from the Tour at the Tour operator's discretion. In most circumstances this will be done without a refund.
- Possession of illegal drugs is not permitted on the Tour.
- If you have a gun you must convince the Tour operator that you can legally carry it in the venues we visit and that you are capable of operating it safely and if not, you must house and transport it in full compliance with Florida law. There may be places and conditions under which DAISY WALKS LLC will allow you to carry a firearm, for example in deep wilderness areas where wild hogs pose a serious lethal threat to yourself, your Tour Leader or other participants in the Tour.
- Tours will be moved indoors, rescheduled, or canceled in the event of lightning.