

**LIABILITY RELEASE, WAIVER, DISCHARGE
AND COVENANT NOT TO SUE**

This is a legally binding liability release, waiver, discharge and covenant not to sue (the “Release”), made by me, _____, of _____, to **Northern Wilderness Journey LLC**, a New Hampshire limited liability company, and its members, managers, employees, guides, demonstrators, volunteers and their respective heirs and assigns (collectively, “Northern Wilderness Journey”).

_____ I am signing this Release in connection with my own participation in classes and activities offered by Northern Wilderness Journey LLC.

OR

_____ I am signing this Release as the parent or legal guardian of _____, in connection with his/her/their participation in classes and activities offered by Northern Wilderness Journey LLC.

I hereby acknowledge and fully recognize that there are dangers and risks to which I / my child, may be exposed by participating in classes and activities offered by Northern Wilderness Journey LLC. The classes and activities will be largely held outside and may involve strenuous physical activity and possible extensive interaction with and significant exposure to other people, equipment (including possible equipment failure) and the wilderness.

The classes may include activities that involve, but are not necessarily limited to, building and maintaining an open fire, cooking, handling and using carving tools and/or knives or other sharp instruments, water activities, boating, hiking, survival skills, tracking, navigation, hunting, and camping. **I acknowledge that participation in any of these activities is not risk free.**

The risks and dangers encountered while participating in the classes and activities offered may include, but are in no way limited to, cuts, scrapes, lacerations, puncture wounds, burns, insect, arachnid or wildlife bites and/or stings, exposure to heat and cold, exposure to sun, sunburn, exposure to plants (such as poison ivy), dehydration, heat related conditions such as sun stroke, getting lost, allergic reactions, or trips and falls leading to bruising, broken bones, strains or sprains. It is also possible that a participant may suffer mental discomfort, anguish or trauma related to the activities.

By signing below, I agree to assume and take upon myself all the risks and responsibilities in any way associated with the classes and activities. In consideration of and in return for services, facilities, and other assistance provided to me by Northern Wilderness Journey with respect to

the foregoing or other activities that I / my child may participate in, I hereby release Northern Wilderness Journey from any and all liability, claims and actions that may arise from injury or harm to me / my child from death or from damage to property in connection with these activities. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act by Northern Wilderness Journey, including but not limited to negligence or mistake.

I recognize that this Release means I am giving up, among other things, all rights to sue Northern Wilderness Journey for injuries, damages, or losses that I / my child may incur while participating in these activities. I also understand that this release binds my heirs, executors, administrators, and assigns, and/or my child's heirs, executors, administrators and assigns, as well as myself.

I further recognize and acknowledge that the activities and classes offered by Northern Wilderness Journey LLC will be taking place on real property owned by Shaun Flynn and Simone Flynn (the "Property Owners"), and that my signature on this Release shall include my giving up all rights to sue the Property Owners, and their heirs or assigns, for injuries, damages or losses I / my child may incur while participating in any classes or activities on the property. I understand that this Release as it relates to the Property Owners, binds my / my child's heirs, executors, administrators, and assigns.

I hereby agree that if Northern Wilderness Journey and/or the Property Owners (or either of them) is or are forced to defend any action, lawsuit or litigation by myself, my executors, my heirs, on my child's or my behalf, my heirs or executors and I agree to pay Northern Wilderness Journey LLC the costs and attorney's fees if it successfully defends such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

I have read the entire Release. I fully understand it and I agree to be legally bound by it. A copy of this Release shall have the same force and effect as an original.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

I, _____, have read the foregoing release, understand and acknowledge the potential risks and liabilities, and am executing this Release voluntarily on this _____.

Date: _____

Print Name: _____