BRANCH ADVENTURES' XTREME U.P. HIGH ADVENTURE ACTIVITIES PARTICIPATION RELEASE

In consideration of the services of Branch Adventures, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify and discharge Branch Adventures on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows.

1. I acknowledge that my participation in high adventure activities during Xtreme U.P. Travel Camp, such as, but not limited to: traveling, hiking, camping, backpacking, rock climbing, ropes course, watersports, canoeing, kayaking, and wind-surfing activities entails known and unanticipated risks that 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.

The risks include, among other things: accidents involving the hazards of walking, on uneven terrain; slips and falls, falling objects; collision with fixed or movable objects; weather conditions; head injuries can occur; falling objects; water hazards; accidental drowning; being jolted, jarred, bounce and shaken about, exhaustion; rafts or boats capsize; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; pinches, scrapes, twists and jolts, scratches, bruises, sprains, lacerations, fractures, concussions or even more severe life threatening hazards; equipment failure; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; the condition of roads, terrain or highways and accidents connected to their use.

Furthermore, Branch Adventures' employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I 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 the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation devise (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Branch Adventures from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Branch Adventures' equipment or facilities, including any such claims which allege negligent acts or omissions of Branch Adventures.
4. Should Branch Adventures or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Branch Adventures, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion o this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Branch Adventures on the basis of any claim from which I have released them herin.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name of Participant (print) _____

Address _____

Phone Number _____ Emergency Phone Number _____

Signature of Participant _____ Date _____

Parent's or Guardian's Additional Indemnification
(must be completed for participants under the age of 18)

In consideration of _____(print minor's name) being permitted by Branch Adventures to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Branch Adventures from any and all claims which are brought by or on behalf of _____(minor's name) and which are in any way connected with such use or participation.

_____	_____	_____
Parent/Guardian's Name (Please Print)	Parent/Guardian's Signature	Date