**OWN RELEASE & LIABILITY WAIVER FORM**

This Release and Waiver of Liability Form (hereinafter the “Release”) is executed this day in 2024 by me (hereinafter the “Participant”) in favor of Outdoor Warrior Nation, a nonprofit corporation organized and existing under the laws of the State of Wisconsin & Minnesota & Florida, along with its directors, officers, members, agents, affiliates, and Participants (hereinafter collectively “OWN”). For good and valuable consideration, receipt of which is hereby acknowledged, Participant and OWN agree to the following:

1. **Outdoor Activities:** Participant acknowledges and is aware that OWN sponsors and engages in certain outdoor experiences including, but not limited to, adventure/obstacle races, camping, hiking, canoeing, boating, fishing, four-wheeling, side-by-side/ATV riding, archery, hunting, marathons, scuba diving, rock-crawling, skydiving, etc.; disaster response missions which include chaotic and unusual situations, working with hand & power tools, heavy machinery, climbing trees/buildings; service opportunities within the community; unauthorized interactions with animals, livestock and/or equine that are on the property; and many other activities not specifically mentioned here (herein after collectively “Outdoor Activities”). PARTICIPANT ACKNOWLEDGES THE ACTIVITIES IN THE PRECEDING SENTENCE ARE NOT EXHAUSTIVE AND THAT THIS RELEASE APPLIES TO ANY ACTIVITY PARTICIPANT MAY BE INVOLVED WITH THROUGH OWN. Participant further acknowledges and is aware that OWN may at times contract with independent contractors to provide transportation services, guide services and/or other related services in sponsoring and engaging in said Outdoor Activities.
2. **Waiver and Release of Liability:** Participant, for myself and for my heirs and assigns, hereby waives, releases and agrees to forever indemnify and hold harmless OWN and its affiliates, agents, members, volunteers, officers, directors, independent contractors, successors and assigns for any and all claims, causes of action, losses, or liabilities of any nature that may arise as a result of my participation in any Outdoor Activities with OWN. This includes any and all claims for property damage, illness, bodily injury, personal injury, and/or death, even if such damage, illness, injury or death is caused by any of the parties’ negligence listed in the preceding sentence. This also includes any and all claims for strict liability for abnormally dangerous activities. If Participant is a minor, Parent/Guardian who executes below accepts full responsibility for the care and supervision of the minor during these activities. Further, I acknowledge and understand OWN assumes no responsibility, and has no obligation, to provide financial or other assistance including, but not limited to medical, health or disability insurance in the event of property damage, illness, bodily injury, personal injury or death.
3. **Assumption of Risk:** Participant acknowledges that by engaging in Outdoor Activities with OWN, said Outdoor Activities may be hazardous to me. I further acknowledge and understand that some situations may involve, and likely will involve, inherently dangerous activities and that I may be exposed to dangers and hazards, including negligence by others. I, for myself and for my heirs and assigns, expressly and specifically assume any and all risks of injury or harm, including death, and release and hold harmless OWN from all liability for property damage, illness, bodily injury, personal injury, and/or death resulting from any Outdoor Activities engaged in while serving as a Participant with OWN. Participant further acknowledges that OWN has no responsibility regarding medical advice, medications, or other medical determinations that your doctor may deem necessary for your safe participation during any Outdoor Activities with OWN. Participant acknowledges OWN assumes no responsibility for providing medical care or treatment while Participant is engaged in Outdoor Activities with OWN. Participant expressly acknowledges that OWN has no control over and assumes no responsibility for the actions of any independent contractors providing any services related to Participant’s participation in any Outdoor Activities with OWN.
4. **Insurance:** Participant acknowledges that OWN does not maintain, carry or provide property, health, medical or disability insurance coverage for Participant, and further acknowledges that OWN expressly disclaims responsibility for providing property, health, medical or disability insurance coverage for Participants participating in any Outdoor Activities with OWN.
5. **Medical Treatment:** Should Participant require any medical treatment, medical services or first-aid treatment while participating in any Outdoor Activities with OWN, Participant, for itself and its heirs and assigns, agrees to forever release, discharge and indemnify OWN from any claim whatsoever which arises as a result of said medical or first-aid treatment in connection with participation in any Outdoor Activities with OWN.  Participant agrees to provide any and all medical history if emergency medical treatment is required and further acknowledges that hospital facilities are often unavailable and evacuation to hospital facilities could be prolonged, difficult and expensive. Participant agrees to pay all costs related to emergency evacuation and medical treatment if those services are needed.
6. **Photographic Release:** Participant grants and conveys unto OWN all right, title and interest in any and all photographic images and video or audio recordings made by OWN while serving as Participant. OWN will have the right to freely reproduce, publish and/or circulate any photographic images and video or audio recordings in their sole discretion.  Participant acknowledges that Participant will not be entitled to any compensation, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings.
7. **Current Health:** Participant acknowledges that they have no known physical or mental conditions that would impair their capability to fully participate as intended or expected by OWN. Participant shall disclose any medical or psychological conditions to OWN prior to engaging in, or departure to, any Outdoor Activities associated with OWN. OWN retains the right to disqualify any Participant at any time if they deem the Participant mentally or physically incapable of participating, continuing, or completing any Outdoor Activities associated with OWN.
8. **General Health & Wellness:** Participant acknowledges and agrees to abide by guidance and directives provided by State, National & Federal departments/agencies, and Centers for Disease Control (CDC), pertaining to maintaining the health and safety of all during natural disasters, unexpected crises and national pandemics.
9. **Indemnification:** Participant promises to indemnify, hold harmless and defend OWN against any and all claims for Participant’s own negligence, and any other claim(s) arising from Participant’s conduct during any Outdoor Activities. Participate shall reimburse OWN for any damages, settlements and defense costs, including attorney’s fees, that OWN incurs because of any such claim made against them. Participant agrees that in the event of Participant’s death or disability, the terms of this Release, including this indemnification obligation, will be binding on Participant’s estate, and Participant’s personal representative, executor/executrix, administrator, trustee, or guardian will be obligated to respect and enforce them.
10. **Severability:**Participant agrees that should any clause or part of a clause within this Release be found unenforceable, the remaining provisions of any affected clause and all remaining clauses shall still apply and remain enforceable.
11. **Other:** I, as Participant, acknowledge it is my free and voluntary desire to participate in Outdoor Activities with OWN. I further acknowledge that I have read this Release and fully understand the potential dangers and risks associated with my participation in said Outdoor Activities.
12. This Release is being executed as a result of my free and voluntary desire, and without any duress.