Agreement for Assumption of Risk, Indemnification Release and Media Release

I, ______ (print name), age _____, desire to participate voluntarily in the activities for the Ice Age Trail Alliance, Inc. ("IATA") described as follows:

Trailtessa Be Fierce 2024 event, an introductory backpacking trip in the Kettle Moraine State Forest - Northern Unit, on Friday, October 18 - Sunday, October 20, 2024

Assumption of Risks:

I understand that not all risks can be foreseen and there are some risks which are unpredictable. I understand that certain inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I am aware of the risks of participation, which include, but are not limited to, the possibility of physical injury, allergic or toxic reactions to insects and/or plants, encounters with animals, fatigue, bruises, contusions, broken bones, concussion, paralysis, and even death. I understand that the IATA has advised me to seek the advice of my physician before participating. I know, understand, and appreciate the risks that are inherent in the above-listed activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Initials:____Date:____

Hold Harmless, Indemnity and Release:

In consideration of my participation in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to defend, hold harmless, indemnify and release the IATA and their officers, directors, employees, agents, volunteers, and all others who are involved, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my participation in the above-listed activity. This release includes claims based on the negligence of the IATA and their officers, directors, employees, agents, volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue.

Initials:____ Date:____

Media Release:

I understand that at this event I may be photographed by the IATA or one of their corporate partners. **I agree to allow my photo, video or film likeness, or reproductions thereof made through any media, including electronic media, to be copyrighted and used for any legitimate purpose by the IATA or its assigns.** To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness.

Initials:____ Date:_____ Signature:_____ Date:_____ Signature of Parent or Guardian (If Participant is under 18*):_____ Date:_____ QB\9014488.1