



ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT (WAIVER)

PLEASE READ CAREFULLY BEFORE SIGNING

There are inherent elements of risk and hazards to engaging in hiking (which is a forest recreational activity). The Forestry Department (herein after referred to as **“the Agency”**) an agency of Government with responsibility for the **Gourie Forest Management Area** and has made every effort to provide a reasonable environment for this type of activity but cannot eliminate all inherent elements of risk and danger.

Any person participating in hiking within an area managed by the Forestry Department shall hereinafter be referred to as the **“participant”**. **“The undersigned”** refers to a person having attained 18 years of age or more (adult), the participant if a minor (under 18 years), requires the consent of the participant’s parent or legal guardian.

The undersigned agrees and understands that hiking can be hazardous and involves the risk of physical injury or death. The undersigned agrees and understands that there are risks associated with strenuous physical exertion and that falls, injuries and/or death may result from engaging in hiking. The undersigned agrees and understands that risks include but are not limited to: unfamiliar and rugged terrain, unfamiliar or variable environmental factors/conditions, dangerous or damaged facilities, vehicular and pedestrian traffic, natural and manmade hazards, falling objects, animals, the condition of the participant hydration and response to elevation and actions of third parties.

The undersigned acknowledges that there is a risk of delayed access to rapid evacuation or medical services or medical facilities in remote areas such as forests. The undersigned understands and accepts that it is their duty and responsibility to know the range of the participant’s physical ability to undertake this activity and to do so within the limits of such physical ability.

The undersigned hereby assumes all risks associated with participation in any such activity and agrees to hold harmless, release, defend and indemnify the Agency and by extension the Government of Jamaica, affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, members, managers, officers, directors and shareholders (each hereinafter **“released party”**) for any and all liability and/or claims arising from the participation in hiking, including those claims based on any released party’s alleged or actual negligence or breach of any expressed or implied warranty.

If any section of this agreement is determined to be invalid and unenforceable for any reason, the balance of the agreement shall not be affected or impaired in any way and shall continue in full force and effect as permitted by the laws of Jamaica.

RELEASE AND WAIVER OF LIABILITY

The undersigned takes full responsibility for any injury or loss to the participant or property, which the participant may suffer, arising in whole or in part from undertaking the activity. By signing this release, the undersigned agrees not to sue any released party and agrees that they are waiving any right to make a claim or file a lawsuit against any released party. The undersigned further agrees to defend and indemnify each



released party from any and all claims of the undersigned and/or a third party arising in whole or in part from the participant's participation in the activity. The undersigned agrees to pay all costs and attorney's fees incurred by any released party in defending a claim or suit brought by or on behalf of the undersigned or related party.

The undersigned represents that the participant is in good health and authorizes any released party and/or their authorized personnel to call for medical care for the participant or to transport the participant to a medical facility if, in the opinion of such personnel, medical attention is needed while on the Agency's property. The undersigned agrees that all responsibility by the released party is fully discharged upon the participant's transport to any such medical facility. Further the undersigned agrees to pay all costs associated with such medical care and related transportation provided for the participant and shall indemnify and hold harmless the released party from any costs incurred therein, or any claims arising therefrom.

The undersigned acknowledges that the participant may be recorded (audio/visual) while on the premises and the participant's entry onto the premises constitutes the undersigned's express consent for the Agency to capture and use the participant's likeness in all forms of media throughout the world.

The participant is encouraged to refrain from conduct which may minimize their alertness to hazards while undertaking the activity. The participant is required to dress appropriately for participation in the activity (hiking). Participants are encouraged to consider their health and where appropriate seek the advice of their medical professional ahead of participating in strenuous activities.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogees, distributors, heirs, next of kin, executors and personal representatives of the undersigned.

By signing this ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT, I declare that I have read it fully and understand that I have signed it voluntarily and state that no representations, statements, or inducements, notwithstanding those expressly made in this Agreement, have coerced me into signing this Agreement. I further understand that by signing this Agreement, I may be giving up the rights of myself and any other person in my custody and control, as well as giving up my right to initiate a lawsuit against the Forestry Department, the Government of Jamaica and released parties.

The signatory is to indicate their relationship to the participant by checking one of the boxes below:

PARENT/GUARDIAN

PARTICIPANT

NAME: _____ **NAME OF CHILD (IF APPLICABLE):** _____

SIGNATURE: _____ **DATE:** _____

GROUP/EMPLOYER: _____

SPECIAL NOTES: _____