

# BOLD PATHS ADVENTURE TRAVEL

A LIFETIME OF ADVENTURE AWAITS



## **Bold Paths WAIVER FOR BOATING and OTHER ACTIVITIES**

### **RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND FORUM SELECTION AGREEMENT**

**Please read carefully before signing.**

I understand and accept that boating and the associated activities that I am participating in with The American Canoe Association, Bold Paths Adventure, Touching the Earth and Arts, Women Outdoors, Connecticut RiverFest, Appalachian Mountain Club, Town of Thetford, Camp Scully, Crossroads Academy, and Bonna Wieler are hazardous with many inherent and other risks and dangers which may result in injury, illness or death. I further agree that I voluntarily wish to participate in this activity and to encounter these risks, some of which are known and some of which are unknown.

In consideration of this and further in consideration of being allowed to participate in this activity, I freely and willingly accept and voluntarily assume all risks of property damage, personal injury or death which occurs and which results from my participation in this activity and **I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** The American Canoe Association, Bold Paths Adventure, Touching the Earth and Arts, Women Outdoors, Connecticut RiverFest, Appalachian Mountain Club, Town of Thetford, Camp Scully, Crossroads Academy and Bonna Wieler, their agents, owners, employees, officers, associates, and independent contractors from any and all claims, suits or actions for **ANY DAMAGES, INJURIES, ILLNESS, PARALYSIS, OR DEATH** arising out of my participation in this activity and/or use of Bonna Wieler's, Bold Paths', Treasure Island's, Crossroads Academy, Camp Scully or other borrowed equipment, including claims of negligence whether the risk or injury be foreseen or unforeseen.

I agree that the phrase "inherent risk" means those risks which are listed in this agreement or those that can reasonable infer therefrom and I further agree that these inherent risks are both obvious and necessary to the activity that I am to participate in. I agree that these inherent risks include but are not limited to boating on the Connecticut River, tributaries, lakes, ponds, rivers, and ocean in New England, NY, and beyond, used by the above listed organizations' activities. This refers to on-land activities as well.

I further agree that any dispute arising under this contract between myself the above mentioned organizations and businesses, and/or any landowner whose land we may use during the activity shall be litigated exclusively in a Superior Court of the State of Vermont, or the US District Court for the District of Vermont, and that any disputes will be governed by the laws of the State of Vermont.

- Bold Paths agrees to and does hereby indemnify and hold harmless Women Outdoors, its officers, directors, agents, and employees, successors and assigns from every claim or demand liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- Any injury to or death of persons or damage to property, any loss or theft by persons, firms or corporations arising from any act of neglect, default, omission, negligence, or willful misconduct of Women Outdoors, either directly or indirectly attributable to Women Outdoors or Camp Scully, in connection with the activity covered by this agreement, on or off Camp Scully land or waters.

**I HAVE CAREFULLY READ AND I CLEARLY UNDERSTAND THIS RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK AND FORUM SELECTION AGREEMENT, AND THAT THIS DOCUMENT INCORPORATES THE ENTIRE AGREEMENT BETWEEN MYSELF AND** The American Canoe Association, Bold Paths Adventure, Touching the Earth and Arts, Women Outdoors, Camp Scully, Connecticut RiverFest, Appalachian Mountain Club, Town of Thetford, and Bonna Wieler. The organization resides in Vermont.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address