

**WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in HIKING, BIKING, WALKING, GHOST HUNTING, BIGFOOT HUNTING, CAMPFIRE TALKS (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY** for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me," which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims for causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge JANNETTE QUACKENBUSH, 21 CROWS, LLOC AND STAFF, AFFILIATES located at 25891 Creola Hue Road, Creola Ohio 456222, their affiliates, managers, employees, agents, attorneys, staff, volunteers, heirs, representatives, property owners, event coordinators, including Private, Local, County, State, National Forests/Parks and private conservation and rail trail areas, their staff and employees, predecessors, successors, and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care of treatment, I authorize JANNETTE QUACKENBUSH, 21 CROWS, LLC AND STAFF/VOLUNTEERS to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trains and I agree to abide by the decision of Jannette Quackenbush, 21 Crows, LLC official or agent, regarding my approval to participate in the Activity.

**I HERBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE JANNETTE QUACKENBUSH, 21 Crows, LLC and STAFF/VOLUNTEERS AND AL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEY STAFF, VOLUNTEERS, HEIRS REPRESENTATIVES, PREDESSORS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST JANNETTE QUACKENBUSH, 21 Crows LLC STAFF/VOLUNTEERS, AFFILIATES, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PROPERTY OWNERS, EVENT COORDINATORS, INCLUDING PRIVATE, LOCAL, COUNTY, STATE, NATIONAL FORESTS/PARKS AND PRIVATE CONSERVATION AND RAIL TRAIL AREAS, THEIR STAFF AND EMPLOYEES,**

**PREDECESSORS, SUCCESSORS, AND ASSIGNS FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Jannette Quackenbush, 21 Crows, LLC and staff, its agents, and employees. I agree that this Release shall be governed for all purposes by Ohio law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**

**THIS AGREEMENT** was entered into at arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and Jannette Quackenbush, 21 Crows, LLC and Staff agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within the Release of Liability shall be deemed to be severable or invalid, or if any term condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**Photography Release** (this is for the sole purpose of marketing, author books, as well as social media). By my signature, I hereby give permission myself and minors with me to be photographed by the representatives of 21 Crows, LOC and give my permission for those photographs to be used without restriction as to changes and alterations for advertising, promotion, exhibition, or any other purpose including social media. I waive any right to inspect and approve the photographs that may be used now or in the future, whether known or unknown to me and I understand that there will not be any compensation arising from the use of the photographs.

**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Address \_\_\_\_\_

Signature: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**In the event that the participant is under the age of consent (18 years of Age), then this release must be signed by a parent or guardian, as follows:**

**I HEREBY CERTIFY** that I am the parent or guardian of (first and last name) \_\_\_\_\_, named above and do hereby give me consent without reservation to the foregoing on behalf of this individual and will be supervising the child(ren) and understand that I am responsible for their actions and safety.

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_

E-Mail: \_\_\_\_\_

