

**RELEASE OF LIABILITY, VOLUNTARY
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

I hereby enter this **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK, AND INDEMNITY AGREEMENT** ("Agreement") with Adventure-Search, LLC ("ADP") to **RELEASE** ADP, ADP's volunteers, and their respective corporate partners, related and affiliated entities, subsidiaries, divisions, officers, shareholders, trustees, employees and agents (collectively, the "Released Parties") with regard to my opportunity to participate in the _____ on _____ at _____ (hereinafter "the Event").

I recognize that the Event may be a **DANGEROUS** activity, which poses known and unknown risks of various personal injury, death and/or damage to or loss of property. I have voluntarily agreed to participate in the Event despite the recognized and inherent dangers existing and despite the known and unknown risks of various personal injury, death and/or damage to or loss of and/or personal property. I further acknowledge that through this Agreement I have been fully and adequately warned of the risks.

THEREFORE, in consideration of being permitted to participate in the Event, I expressly and freely agree:

1. To voluntarily **ASSUME ALL RISKS** of various personal injury, death and/or damage to or loss of and/or personal property arising from activities in the Event.

2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, losses, demands, damages, costs, expenses, benefits, amounts of actions and judgments, that I have or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way related to the Event, including but not limited to, any claims for personal injuries, including death, and/or damage to or loss of and/or personal property, whether caused in whole or in part by the **NEGLIGENCE** and/or **FAULT** of the Released Parties (other than for intentional acts or gross negligence) or my own or personal fault to perform any function with respect to the Event.

3. To **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties from and against any and all damages, claims, costs, expenses (including attorney's fees), lawsuits, or causes of action, whether known or unknown, present or future, known or unknown, that I or my personal representatives, family members, heirs, next of kin, executors, administrators, beneficiaries, assigns or assigns may have or incur or may, related in any way to the Event, whether caused in whole or in part by the **NEGLIGENCE AND/OR FAULT** of the **RELEASED PARTIES** (other than for intentional acts or gross negligence) or my own or personal fault to perform any function with respect to the Event.

4. That the Released Parties have **PERMISSION TO PHOTOGRAPH, LIVE STREAM, AUDIO VIDEOTAPE ME and MY IMAGE, NAME, AND/OR LIKENESS** at the Event. All photographs, video tapes, digital recordings, and/or audio tapes taken or recorded by me, or if more or my image, name and/or likeness, by the Released Parties ("Content") in connection with the Event shall be the exclusive property of the Released Parties, and I **CONSENT** to such Content being published, displayed, live streamed, posted and reposted, broadcasted, shared and third party published or reposted, exhibited, modified, altered, exploited, sold, appropriated, copied and/or used in any manner whatsoever (including but not limited to on the internet and/or on any social and digital media platforms, Event maps, and any other advertising or marketing purposes) by the Released Parties, throughout the world, without further consent from or compensation to me and without prior examination or approval by me.

5. To **WARRANT** the Released Parties from any and all claims, actions, suits, cost, expenses and other liability related to the use of any photographs, live streaming, or videotapes or other content that contains my name, image or likeness, including, without limitation, any intellectual property claims based on copyright infringement, that, the right of publicity, the right of privacy or the commercial appropriation or use of name or likeness.

6. That I am currently 21 years old or older at the time of signing this Agreement and I have the right to contract in my own name.

7. That I hold a valid personal health insurance policy in a sufficient amount to cover any and all circumstances which may arise from the Event, and that I am in good health and have no physical conditions that would or should prevent me from participating in the Event.

8. This Agreement shall be interpreted in accordance with the laws of the **State of Missouri**. I agree that any dispute regarding the enforceability of this Agreement shall be filed in the courts of the **State of Missouri**, and shall not be transferred to any other state. This Agreement is intended to be an broad and inclusive as permitted by law, and if any provision herein is held invalid, the remaining provisions shall continue to be legal force and effect.

9. This Agreement is not intended to release the Released Parties from any conditions or activities that, as a matter of law, cannot be avoided, waived or released and no provision of this Agreement should be interpreted as such.

This Agreement shall be binding on my personal representatives, family members, heirs, next of kin, executors, administrators, successors, assigns, beneficiaries, and assigns.