

PARTICIPANT AGREEMENT

INSTRUCTIONS: Please print out this (4 page) document prior to your meeting with the expedition leader.

This Participation Agreement executed by and between

_____ whose address is _____

_____ (“Participant”) and
The Jardin Expedition, LLC (“Expedition”) whose address is 20514 Hunt Club Dr., Harper Woods, Michigan 48225.

The Participant desires to hire to conduct a multi-day Canoe and Kayak Tour during this 202____ Season for the amount set forth in the schedule. In order to properly assess qualification of Participant to participate in the Tour, Participant shall accurately and fully describe his/her physical condition in the survey provided. Participant warrants and represents that he/she is physically and emotionally able to participate in the Tour.

Thereby executing below, participant further agree as follows:

Photo Release Agreement

I hereby grant The Jardin Expedition, LLC permission to use my likeness in a photograph, video, or other digital media (photo) in any and all of its publications, including web-based publications, without payment or other consideration. (NOTE: If you do NOT agree please speak with the managing agent / representative to confirm your likeness is not to be used in media, and meanwhile proceed and complete waiver.)

I do NOT agree to use of my likeness. INITIAL _____

Rental Equipment Use Agreement:

Participant agrees to inspect all equipment before use and ask questions of facility employees if participant does not fully understand how to use and/or operate the gear, equipment or facilities. Participant accepts any equipment AS IS and agrees to return any equipment before use that is believed by participant to be damaged or defective for replacement or repair.

Participant acknowledges receipt of rental equipment for self AND participants registered under name. Participant accepts responsibility for the same while in possession and agrees to return all rental equipment at or before the termination of the tour period. **Participant understands they will be liable for up to the full replacement value of rental equipment not returned and for any extra charges (or full replacement value) if the equipment is damaged beyond normal wear or destroyed beyond repair.**

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Participant's Acknowledgment of Risks:

In consideration of the services of The Jardin Expedition, LLC, their officers, agents, employees and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as the "Permittee") I agree as follows:

Although the permittee has taken reasonable steps to provide me with the appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, the permittee has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. The permittee does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

Motion/sea sickness (on ferry boat or in canoes and kayaks), paddling in wind and waves, possibility of cold-water immersion, hypothermia, hyperthermia, drowning, potentially rapidly changing weather including thunderstorms with heavy rain, hail, lightning and/or damaging winds, wildlife encounters/attacks and operating in remote locations where emergency rescue could be distant and time-consuming at best.

I am aware that Canoeing, Sea Kayaking and Hiking entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect despite and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of The Jardin Expedition, LLC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including minor children in my care, custody and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate for all members of my family, including minor children.

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Assumption of Risk associated with Canoeing, Sea Kayaking and Hiking (if applicable) activities:

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with canoeing sea kayaking and hiking (if applicable) activities. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activities and equipment utilized is significant including the potential for permanent disability and death.
2. Activities that may cause cuts, broken bones and other injuries, permanent disability or death.
3. Exposure to water hydraulics or currents, hidden or obvious obstructions, and/or debris found that can cause drowning or other harm.
4. Possible equipment failure and/or malfunction of my own or others' equipment.
5. Running into objects, persons or animals, including but not limited to barely submerged objects and other hazards that are not visible.
6. My own negligence and/or the negligence of others, including but not limited to operator error.
7. Hazards related to kayaking, canoeing or stand-up paddle boarding which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in exposure to the elements, hypothermia, impact of the body upon the water and/or upon rocks, injection of water into my body orifices, marine life forms, and/or drowning.
8. Cold water and heat-related injuries and illness including but not limited to hypothermia, hyperthermia, heat exhaustion, heat stroke, sunburn, and/or dehydration.
9. Exposure to outdoor elements, including but not limited to inclement weather, lightning, severe and/or varied wind, temperature, or weather conditions.
10. Attack by or encounter with insects, marine life forms and/or animals. PLEASE NOTE: If participant(s) use an INHALER and/or require EPINEPHRINE (EpiPen), they are responsible for bringing their medication for self-administration during the entire tour duration. The Jardin Expedition, LLC, **DOES NOT provide INHALER or EPINEPHRINE (EpiPen) medications.**
11. Accidents or illness occurring in remote places where there are no available medical facilities and rescue may be distant and time-consuming at best.
12. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.
14. Exposure to an airborne virus or illness.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement:
In consideration for being permitted to participate in any way in canoeing, sea kayaking and hiking (if applicable), I hereby agree, acknowledge and appreciate that:

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1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to personal property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: **The Jardin Expedition, LLC**
2. To release the releasees, their officers, directors, employees, representatives and agents from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

Declaration of Fitness Agreement:

Furthermore, I hereby declare that I am physically fit and that I have no physical or mental condition(s) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness. I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if an injury is sustained of any kind during the course of the Multi-Day Canoeing and Sea Kayak Tour activities, I will notify the guide (if applicable) immediately and before disembarking from the vessel.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND DECLARATION OF FITNESS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

In witness:

Participant:

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