

# Northstar Survival Solutions, LLC

## Release and Assumption of Risk

In consideration of the benefits to be derived by my participation in training provided by, Northstar Survival Solutions, LLC, (hereinafter referred to as "NSSS, LLC") its members, managers, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf in any and all matters, I hereby agree to release, indemnify, hold harmless and discharge NSSS, LLC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate, and if the undersigned is an LLC or Corporation or Partnership, its successors and assigns, as follows:

1. I acknowledge that activities related to survival training, to include hiking, camping, orienteering and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or injury to myself, to property, or to third parties. **The risks include, among other things:** Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.
2. I further acknowledge that, NSSS, LLC has made no guarantees, either express or implied, about the efficacy of the techniques taught in any of its courses and I understand that despite my best efforts in employing said techniques during an actual lost person event, I may nonetheless become injured, ill or perish as a consequence of my circumstances.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NSSS, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NSSS, LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of NSSS, LLC.**
5. Should NSSS, LLC or anyone acting on their behalf, incur attorney's fees and costs to enforce this agreement, I agree to indemnify, hold them harmless and reimburse all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against NSSS, LLC, I agree to do so solely in the state of Connecticut in either the State or Federal Court systems and I further agree that the substantive law of Connecticut shall apply in that action without regard to the Conflicts of Law Rules of the State of Connecticut. I hereby further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect and shall be enforceable as such.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged, including my person or property, during my participation in this activity, I may be found, by a court of law, to have waived my right to maintain a lawsuit against NSSS,LLC or any third party acting in its behalf as above recited, on the basis of any possible claim for which I may have released it as a consequence of executing this agreement. I certify that I have had sufficient opportunity to read this entire document and that I have read and understood it and I agree to be bound by its terms and so evidence my intention and agreement in this regard by placing my signature below as so shown, whether in my individual or representative capacity.**

Signature of Participant \_\_\_\_\_

Capacity ( X one which applies): Personal \_\_\_\_\_. Representative\_\_\_\_\_.

State name of entity if not personal: \_\_\_\_\_.

Print name \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_