



# POWELL ADVENTURES, LLC

## ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER AGREEMENT

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### Company Information

Powell Adventures, LLC (“Company”) is a privately owned, for-profit adventure travel business and is not affiliated with any nonprofit organization. The Company operates at various wilderness and outdoor locations throughout the United States and does not maintain a permanent physical office.

#### **Mailing Address:**

502 W 7th Street, Suite 100  
Erie, PA 16502

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### 1. Assumption of Risk

I acknowledge that participation in outdoor recreational activities—including but not limited to hiking, backpacking, caving, rock climbing, mountain biking, canoeing, kayaking, stand-up paddleboarding, rafting, skiing, and touring—involves inherent risks.

These risks include serious injury, disability, death, environmental hazards, equipment failure, and actions of other participants or third parties. I voluntarily assume all risks associated with participation.

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## **2. Release of Liability**

To the fullest extent permitted by law, I release and discharge Powell Adventures, LLC and its owners, employees, agents, contractors, affiliates, partners, and landowners from any liability for injury, death, or property damage arising from participation, including claims of negligence (except where prohibited by law).

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## **3. Third-Party Outfitters**

I understand that third-party outfitters or guides may be used. I agree to follow all their safety rules and release both the Company and such providers from liability to the fullest extent permitted by law.

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## **4. Safety Equipment**

I agree to properly use all required safety equipment, including helmets, harnesses, and personal flotation devices (PFDs).

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## **5. Public Environment Acknowledgment**

I understand that activities may occur in public spaces where exposure to alcohol use, smoking, language, nudity, or other behaviors may occur. The Company cannot control third-party behavior.

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## **6. Transportation**

I agree to follow all vehicle safety rules, including wearing a seatbelt at all times. The Company maintains insurance but is not liable beyond coverage limits to the extent permitted by law.

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## **7. Medical Authorization and Emergency Care Consent**

I authorize the Company to obtain emergency medical care if necessary. I accept full responsibility for all medical costs incurred.

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## **8. Administration of Medication**

Participants are responsible for their own medications unless prior arrangements are made.

For minors, I authorize staff to administer medication only if:

- Provided in original packaging
- Proper instructions are given

I also authorize basic over-the-counter medications unless I provide written refusal.

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## **9. Health Disclosure**

I agree to disclose all relevant medical conditions, allergies, and limitations.

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## **10. Minor Participant Custody and Guardian Authorization**

I certify that I am the parent or legal guardian, or have legal authority to act on behalf of the minor participant.

I:

- Consent to participation
- Accept responsibility for the minor
- Authorize emergency medical care

I agree to indemnify the Company for any claims related to lack of legal authority.

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## **11. Media Release**

I grant permission for photos/videos to be used for promotional purposes, including social media and marketing materials, without compensation.

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## 12. Refund and Cancellation Policy

### Illness or Injury Before Trip:

- Notice required as soon as possible
- Medical documentation may be required

### Refund Terms:

- 14+ days before trip: Full refund or transfer
- Less than 14 days: Partial refund or credit

**Non-medical cancellations:** May be non-refundable

Powell Adventures, LLC reserves the right to make final refund determinations.

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## 13. Pennsylvania Law

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any legal action must be filed within Pennsylvania.

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## 14. Severability

If any provision is invalid, the remainder remains enforceable.

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## 15. Acknowledgment of Understanding

I have read, understand, and voluntarily agree to this waiver and understand I am giving up legal rights.

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## Participant / Legal Guardian Signature

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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## **Minor Participant (if applicable)**

I understand the risks and agree to follow all rules and safety instructions.

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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## **Emergency Contact Information**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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## **Medical Information (Optional but Recommended)**

Allergies: \_\_\_\_\_

Medications: \_\_\_\_\_

Conditions: \_\_\_\_\_