



# TERRA FLEURS MUSHROOM FORAY LIABILITY AND PHOTOGRAPHIC WAIVER

## TERRA FLEURS

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AGREEMENT ASSUMING RISK, WAIVER AND RELEASE OF CLAIMS, AGGREEMENT NOT TO SUE AND RELEASE OF LIKENESS

I, \_\_\_\_\_

(please print name)

have made the decision to participant in a mushroom and/or wild food foray with Terra Fleurs, a sole proprietor company owned and operated by James Nowak and in this document is referred to as, The Company.

I have a signed contract with The Company to provide me with a guided outdoor experience today for the purpose of identifying and collecting wild mushrooms and/or other wild foods. This is for my recreation and education. I realize that the extent of The Company's responsibilities for my safety is limited and that guided forays with The Company are at my own risk.

I understand and agree that forays do involve risks including but not limited to, the risk of personal injury and or property damage. Such risks may be generated by action or inaction of The Company or the guides, representatives, agents or any employees of The Company. All types of unforeseen risks may occur including but not limited to the risk of becoming lost or injured and there is the risk of animal and insect attacks and the risk of being struck by falling woodland debris. Forays are often conducted on unstable terrain in a forest setting and are seldom on marked trails. I trust The Company to do everything within their power and capabilities to provide me with a safe and rewarding foray experience.

I understand that by executing this agreement that I am aware of potential risks, knowing these risks I hereby agree to voluntarily assume all risks, both known and unknown and I agree not to

sue and to release and hold harmless The Company its agents, employees, representatives and guides for all damages.

I also agree not to sue The Company its agents, employees, representatives and guides for any loss of property damage personal injury or loss of life arising from or in conjunction with my participation in any of The Companies activities including travel to and from the event. This agreement not to sue extends to the owners of any private or public lands visited during any of The Company forays, or other companies, their representatives, agents, associates, estates, relatives, estates, holdings or trusts or any visited sites.

I hereby also grant permission to the Company its agents, employees, representatives and guides licenses to film, photograph, video or electronically capture my image during any Company foray and that I hereby grant permission to use, retouch, publish, print and post domestically and internationally for any purpose including commercial, educational or for advertising purposes without compensation, notification or prior approval in any medium both electronic and conventional.

I understand that the Company may use my image and that I waive my claim for any compensation of any kind from the Company's use of or publication of my image and that I agree not to sue The Company it's agents, employees, representatives or guides over any disputed whatsoever arising from the use of my image.

I hereby fully and forever discharge and release the Company from any claim for damages of any kind including but not limited to, invasion of privacy; defamation; false light or misappropriation of likeness or image, arising out of the use or publication of images of me by The Company, and covenant and agree not to sue or otherwise initiate legal proceedings, against The Company or any of the prior mentioned associates. All grants of permission and content and all covenants, agreements and understandings contained within are irrevocable.

I understand and agree this assumption of risk, release, hold harmless, and release of likeness shall be binding on me, my personal representatives, successors and assignees.

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT ASSUMING ALL RISK OF PERSONAL INJURE, WAIVER AND RELEASE OF CLAIMES, AGREEMENT NOT TO SUE, AND RELEASE OF LIKENESS.

I agree to the above terms and conditions.

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(please sign name and date)