

L.L.Bean, Inc., Outdoor Discovery Programs Participant Agreement and Liability Release Form



Please fill out and sign below as appropriate. Minors under 18 years old, not accompanied by an adult, will be able to participate only with this form completed and brought to the activity. Make sure to complete a separate form for each child. Thank you.

In consideration of the services of L.L.Bean, Inc., including its Outdoor Discovery Programs and Outdoor Discovery Trips, ("L.L.Bean"), on behalf of myself and my child(ren), I agree as follows:

1. I understand it is my responsibility to determine if my child is capable of participating in the activities safely. I certify that my child has no medical condition or restriction that prevents him/her from safely participating in this program.
2. On behalf of myself, and my child(ren), I give L.L.Bean permission to give or secure emergency care or other treatment that may become necessary and agree to pay for such care. I authorize the release of medical information to rescue or medical personnel.
3. I acknowledge that instructors cannot pay continuous attention to everyone and cannot be responsible for participants' safety at all times. I understand I (and my child) share(s) responsibility for my (or his/her) safety. I (and my child) will report to the instructors any injuries or any unsafe or dangerous situations. I also understand that L.L.Bean is not responsible for weather, terrain, wildlife, or equipment failure and that they may cause or contribute to an injury or property damage. If my child elects to not complete the program, I understand that he/she will be unsupervised and L.L.Bean cannot be responsible for his/her safety. L.L.Bean is not responsible for participants during free time or during activities that are not run by L.L.Bean.
4. I understand L.L.Bean sometimes uses third party vendors to provide activities, food, lodging, or other goods and services. While L.L.Bean endeavors to work with responsible vendors, those parties are outside L.L.Bean's control and thus L.L.Bean is not responsible for their acts or omissions.
5. I acknowledge that participation in the L.L.Bean Outdoor Discovery programs involves known and unanticipated risks, which could lead to physical injury, paralysis, death, or damage to the participants and property. The inherent risks of the program include (but are not limited to): dehydration, muscle strains or sprains, crashes or collisions with objects or other people, concussions, bone breaks, abrasions, cuts, blisters, burns, exposure to biting insects and the infectious diseases they or other people may carry, exposure to poisonous plants, drowning, sunburn, frostbite, other heat and/or cold related illnesses, cardiac arrest, being shot by bullets or arrows, eye and ear injuries, trips and falls, and instructor misjudgment or other human error. I understand L.L.Bean does not seek to eliminate all the risks of my activities because some are part of adventurous sports. **I agree to assume the inherent risks and all other risks of the activities.**
6. I agree, to the fullest extent allowed by law, to release, discharge, and indemnify (meaning to pay or reimburse L.L.Bean for any money it is required to pay, including attorneys' fees and costs) L.L.Bean from any and all claims or liabilities brought by me, my children, or any children in my care, arising from or connected with our participation in the program as well as any and all claims or liabilities arising from or connected with our use of any equipment, the use of any third party vendors, or our presence on L.L.Bean's premises, or on any property owned by others where Outdoor Discovery programs' activities are conducted. This release and indemnity include any claims arising during free time and any claims for negligence, breach of contract, wrongful death, or any other type of suit but not gross negligence. The indemnity includes any claims brought by other parties based on my acts/omissions or those of children in my care.
7. Any dispute arising from this release or attempt to bring a claim shall be governed by Maine law and resolved via binding arbitration administered by JAMS in Portland, Maine in accordance with the then-prevailing JAMS Streamlined Arbitration Rules and Procedures. Each party waives its right to a trial by jury. Any arbitration award rendered shall be final.
8. I consent, and consent on behalf of any children in my care, to be photographed/filmed while participating in this program and for L.L.Bean to use any such films, photographs, testimonials, likenesses, or photos I provide for any purpose, including training, advertising, catalogs, displays, media publications including newspapers and magazines, and social media without compensation or prior approval.
9. Any portion of this document deemed unlawful or unenforceable is severable and may be stricken. The remaining provisions will remain in effect.

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10. I understand that I am completely responsible for any and all personal equipment that my child brings on this program or any equipment I rent, the damage or theft of it, any personal damage it may cause me, my child or others and any damage to other property owned by myself or others.

11. I understand and agree that the services provided by L.L.Bean Outdoor Discovery Programs and Outdoor Discovery Trips are not covered by the L.L.Bean Guarantee and Return Policy.

12. My child is not restricted or prohibited by law from handling a firearm.

13. This Participant Agreement and Liability Release Form applies to any and all activities my child participates in with L.L.Bean during the calendar year in which it is signed unless revoked in writing and received before participating in any L.L.Bean activities. If revoked, I understand L.L.Bean will not allow my child to participate in any activities.

I have read, understand, and agree to the above terms and warnings. I agree for my child to be bound by these terms.

If participant is under the age of 18 (or if participant is a resident of Alabama and under the age of 19) (or if participant is a resident of Mississippi and under the age of 21) at the time this document is signed, a parent or responsible adult must sign the release in addition to the participant signing.

Printed name of adult/parent: _____ Signature: _____ Date: _____

Address: _____ City: _____ State: _____

Phone #: () _____ Zip: _____

Emergency Contact: _____ Relationship: _____ Phone #: () _____

Please send me email updates on L.L.Bean products (including Outdoor Discovery Programs courses, trips and tours), sales and special offers.

Email Address: _____

Please list below the full name of the child for whom you are signing.

Child's name: _____

If child is age 15 or older, please have the child sign below to acknowledge they have read, understand, and agree to be bound by this document.

Signature of child _____

Your privacy is important to us. We welcome you to review our privacy policy at llbean.com/privacy

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A. Minor Child (under 18 years of age) attending without an adult.

I consent to allow my minor child _____ name _____ to attend _____ activity name _____ on _____ date _____

without a parent/legal guardian or other adult representative. _____
Signature of parent/ legal guardian

Parent/Legal Guardian – Please complete a Health Profile for any minor identified above. This information is collected so we can provide it to rescue or medical personnel in the event of an emergency. While some L.L.Bean staff have some first aid training, they are not able to diagnose or treat medical conditions. It is your responsibility (with the advice of your medical provider if needed) to determine if your child can participate safely given any medical or psychological conditions. Most L.L.Bean activities take place in areas where we can call 911 for help in an emergency but some of our programs are in remote locations where evacuation or medical treatment may be delayed.

Please √ -- If yes, describe below

| Yes | No | | Medication, Treatment, Explanation |
|--------------------------|--------------------------|------------------------------------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Asthma? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Allergies to medicines, foods, plants, insect bites/stings? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Emergency room, urgent care visit, hospitalization or seizure in the last year? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Diabetic requiring medication? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Abnormally high cholesterol level or on a diet/medication for a lipid abnormality? | |
| <input type="checkbox"/> | <input type="checkbox"/> | High blood pressure? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Cardiac condition or history of heart attack, bypass surgery, etc.? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Orthopedic condition (neck, back, shoulders, knee, etc.)? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Pregnant? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Medical device, e.g., hearing aid/prosthetic device? | |
| <input type="checkbox"/> | <input type="checkbox"/> | Other medical issues that might affect your participation? (please explain) | |
| <input type="checkbox"/> | <input type="checkbox"/> | Medications (Including psychiatric medication, over-the-counter medication, etc.)? | |

Exercise (please describe type and frequency):

L.L.Bean, Inc., recommends that all participants have a current tetanus immunization (within 10 years).

Please bring any necessary medications (inhaler, Epi-pen, prescription, etc.) with you for self-administration.