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

Please fill out and sign below as appropriate. Minors 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 or children in my care, I agree as follows:

1. I understand it is my responsibility to determine if my child or a child in my care has any medical condition or restriction, physical injury, or mental health condition would make it unsafe or inappropriate for them to participate in the activities.

2. On behalf of myself and any children in my care, I give L.L.Bean permission to give or secure emergency care or other treatment that may become necessary if I or a parent cannot be reached in a timely way 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. I understand I (or a child in my care) share(s) responsibility for my (or his/her/their) well-being. I (or a child in my care) 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 I (or a child in my care) elect(s) to not complete the program or am asked to leave the program, I understand that the person(s) will be unsupervised and L.L.Bean cannot be responsible for their care. 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 involve known and unanticipated risks, which could lead to physical or emotional 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 the 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 L.L.Bean (indemnify means to pay or reimburse L.L.Bean for any money it is required to pay, including attorneys' fees and costs) from any and all claims or liabilities brought by me, my children, or any children in my care, arising from or related to our participation in the program as well as any and all claims or liabilities arising from or related to 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 program activities are conducted. This release and indemnity include any claims arising during free time, any claims that L.L. Bean was negligent, and claims for breach of contract, wrongful death, or any other type of suit but not gross negligence. The indemnity also 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. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbitrator. Any arbitration award rendered shall be final.

8. I consent, and consent on behalf of any children in my care, for the children 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 or the children 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 I (or the children in my care) bring on this program or any equipment I rent, including the damage or theft of it, any personal damage it may cause me, the children in my care, 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 or Return Policy.

12. My child is not (or the children in my care are not) restricted or prohibited by law from handling a firearm.

13. This Participant Agreement and Liability Release Form applies to any and all activities I (or any children in my care) participate(s) in with L.L.Bean during the calendar year in which it is signed unless revoked in writing and received before participating in the L.L.Bean activities.

I have read, understand, and agree to the above terms and warnings. I agree for myself, for my child (or any children in my care) 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 list below the full name of the child for whom you are signing.

Child's name: _____ **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 _____ **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 attending without an adult. If participant is under the age of 18 (or if participant is resident of Alabama and under the age of 19) (or if participant is a resident of Mississippi and under the age of 21), a parent or responsible adult must sign below.

Parent/Legal Guardian – Please complete a Health Profile for any minor identified above. The information below 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 the 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
☐	☐	Asthma?	
☐	☐	Allergies to medicines, foods, plants, insect bites/stings?	
☐	☐	Emergency room, urgent care visit, hospitalization or seizure in the last year?	
☐	☐	Diabetic requiring medication?	
☐	☐	Abnormally high cholesterol level or on a diet/medication for a lipid abnormality?	
☐	☐	High blood pressure?	
☐	☐	Cardiac condition or history of heart attack, bypass surgery, etc.?	
☐	☐	Orthopedic condition (neck, back, shoulders, knee, etc.)?	
☐	☐	Pregnant?	
☐	☐	Medical device, e.g., hearing aid/prosthetic device?	
☐	☐	Other medical issues that might affect your participation? (please explain)	
☐	☐	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).

The information provided above is accurate and complete. I have read this form and consent to allow the children listed in the liability release form above to attend the program without a parent/legal guardian or other adult representative.

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

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