

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



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 any child(ren) in my care, I agree as follows:

1. I understand it is my responsibility to determine if I am (or any child in my care is) capable of participating in the activities safely. I certify that I have (and any child in my care has) no medical condition or restriction that prevents us from safely participating in this program.
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 and cannot be responsible for participants’ safety at all times. I understand I (or a child in my care) share(s) responsibility for my (or his/her) safety. 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, I understand that the person(s) will be unsupervised and L.L.Bean cannot be responsible for their 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 participants 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 I (or the children in my care) bring on this program or any equipment I rent, 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. I am not, neither are children in my care, 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 any L.L.Bean activities. If revoked, I understand L.L.Bean will not allow me or any children in my care to participate in any activities.

I have read, understand, and agree to the above terms and warnings. I agree for myself and any children in my care, to be bound by these terms and understand they apply to each of our heirs, insurers, successors, and assigns.

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.