

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of National Center for Outdoor & Adventure Education, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NCOAE"), I hereby agree to release, indemnify, and discharge NCOAE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, backpacking, camping, river trips, and river trips activities, rock climbing, Leave No Trace courses and events, urban or Wilderness Medicine courses (i.e WFA, WAFA, WFR, W-EMT), and/or any clinical and field experiences will entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated when participating in these activities.

Risks include, among other things: hazards of walking on uneven terrain; slips and falls; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; water hazards; accidental drowning; whitewater rapids may be encountered; being jolted, jarred, bounce, and shaken about; exhaustion; rafts or boats capsize; the forces of nature, including lightning, weather changes and avalanche; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss or damage to equipment being used; being lost or separated from their instructors or companions, traversing rugged terrain, bad weather; flash floods; falling; altitude illness, cold injuries (including hypothermia, frostbite, etc.), acute mountain sickness, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; injury from improper lifting or carrying; travel in remote areas with poor or no access to emergency and/or medical services; your own physical and mental limitations, and the physical exertion associated with outdoor, adventure, and medical activities. Furthermore, NCOAE instructors and employees have difficult jobs to perform. They seek to mitigate risks, but it is impossible for anyone to guarantee your safety.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NCOAE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NCOAE's equipment or facilities, **including any such claims which allege negligent acts or omissions of NCOAE.**
4. Should NCOAE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file any lawsuit or claim against NCOAE, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the laws and rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NCOAE on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by NCOAE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NCOAE from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____