

Acknowledgment and Assumption of Risks & Release and Indemnity Agreement For an Adult or Minor Participant

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (“Document”) carefully before signing. The adult participant must sign this Document. If the participant is under 18 years of age (a “Minor” or “Child”), one of the participant’s parents or legal guardians (each a “Parent”) must sign. First- and second-person pronouns throughout this Document refer to the person signing below. In consideration of the services of NCOAE, LLC, a North Carolina limited liability company d/b/a The National Center for Outdoor & Adventure Education, including its owners, directors, managers, officers, employees, volunteers, and agents (collectively, “NCOAE”), in allowing me/my Child to participate in an NCOAE program, I (**adult participant or Parent of a Minor participant**) **acknowledge and agree as follows:**

ACTIVITIES ON FEDERAL LANDS. Some federal land agencies may prohibit service providers from seeking releases of liability for their own negligence when operating under permit on certain federal lands. To the extent that applicable federal restrictions prohibit any clause below, the relevant clause will not be enforced. Despite this provision, some agency officials may require you to sign a separate “Visitor’s Acknowledgment of Risk” that repeats some of what appears in this Document. NCOAE may ask you to sign that form in addition to this Document if applicable.

ACTIVITIES, RISKS, AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS.

Participating (whether attending, observing, or actively participating) in NCOAE educational, recreation, and/or adventure activities includes risks. Activities take place in locations inside the United States and in foreign countries, and may be conducted or led by NCOAE staff, NCOAE independent contractors, or by other organizations’ staff, volunteers, or contractors. Activities may include, but are not limited to: hiking, backpacking, trekking, and mountaineering, including peak ascents; technical rock climbing, ice climbing, or bouldering; orienteering and route-finding; camping; whitewater rafting, kayaking, canoeing, and other boat-related activities; river crossings; swimming, surfing, stand-up paddle boarding, snorkeling, and other water-based activities; running; wilderness medicine, rescue (including swift water rescue), and other trainings; interactive games; sporting activities; socializing; outdoor cooking; camp craft; homestay activities; community service and work projects involving digging, building, lifting, painting, construction, trail repair/clearing, maintenance, trash removal, beach clean-up, cleaning bathrooms, sweeping enclosed areas, gardening, and cleaning equipment; use of equipment, facilities, or premises; and transportation in airplanes, buses, vans, boats, cars, and other vehicles to and from activities or otherwise (collectively, “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include Activities undertaken during participant’s free and/or independent time. I **acknowledge that the inherent and other risks, hazards, and dangers (collectively, “Risks”) of the Activities can cause injury, damage, death, or other loss to participant or others, including the Parent or other members of the participant’s or Parent’s family.** If I am a Parent, I gives permission for my Child to participate in all NCOAE Activities and agree to discuss the nature of the Activities and Risks with my Child. **The following describes some, but not all of the Risks:**

- **Outdoor or wilderness environment.** Travel in high altitude (up to or above 15,000 ft.), mountainous, or wilderness terrain both on and off trail includes Risks. Participants’ travel may be subject to storms including rain, snow, lightning, hail, and strong winds; fast moving rivers or other water bodies, including waves, currents, or whitewater; falling or slippery rocks; extremely hot or cold weather or water; rapid weather changes; steep, exposed, and rugged terrain; mud, rock, or snow slides (including avalanches); boulder fields; falling or surface ice; flooding or flash floods; wildfire and associated smoke; intense UV exposure; falling or fallen timber; stinging, venomous, and/or disease carrying animals, insects, or microorganisms; poisonous plants; wild or domestic animals; and other natural or man-made hazards. Hazards (both on land and in water) may not be marked or visible and weather is always unpredictable.

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- **Judgment and decision making.** A participant or a co-participant, NCOAE staff member, contractor, volunteer, or other person may misjudge the participant's (or others') capabilities, health, or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water, or route location.
- **Personal health.** Participant's mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes Risks. Although NCOAE personnel will review participant's submitted medical information, NCOAE cannot anticipate or eliminate Risks or complications posed by participant's mental, physical (including fitness level), or emotional condition. There are also health Risks associated with participant's contact with other people, spaces, or equipment, including the Risk of a participant, staff, Parent, or other person's carrying, being infected by, or contracting a communicable disease, virus, or bacteria before, during, or after the Activities and/or transmitting it to others, including vulnerable and at-risk populations.
- **Physical Activities.** A participant may overestimate their abilities or fitness; be inattentive; lose control; trip, fall, or collide with others, the ground, rocks, or trees, or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) equipment; fail to negotiate steep, uneven, or difficult terrain; not control their speed; or experience equipment malfunction.
- **Travel and Geographic Location.** Travel involves unique risks such as encounters with political unrest, contact with unusual infectious diseases or contaminants, dangerous road or travel conditions, robbery, assault, abduction, and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system, and may encounter varying and unfamiliar cultural norms. Travel to and from a program location and during Activities may be affected by sudden and changing health or travel advisories or limitations such as, in the case of COVID-19 or other disease, quarantine requirements or otherwise. Activities in remote locations (sometimes several hours or more from medical facilities), changing climate issues (such as fires and associated smoke), or other factors may increase or exacerbate Risks and/or cause delays or difficulties in communication, travel/transport, evacuation, and medical care. Medical facilities may be under-resourced or inadequate. NCOAE staff or contractors may have access to wireless communication devices while conducting Activities; however, use of these devices in any location is unreliable and inconsistent. I understand that I am responsible for conducting my own independent investigation of the Risks that may be present in the location of my/my Child's program.
- **Equipment.** Equipment used in an Activity may not fit, may be misused, or may break, fail, or malfunction. This includes participant's personal equipment, NCOAE equipment, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with Parent of a Minor, for choosing appropriate equipment, for the fit and condition of their equipment, and for proper operation of the equipment. Helmets or other safety gear (required or used for some Activities) may prevent or lessen injuries in some instances; however, use of this gear is not a guarantee of safety, and injury can occur even with the use of safety gear.
- **Cooking and Camping.** Risks include gas explosion, scalding, or other burns associated with tending to, cooking over, or being near a stove or open fire. Water contamination is possible in any setting. Food or beverages provided by NCOAE, its contractors, or others may cause an allergic reaction or food or water-borne illness. Camp sites include Risks such as falling trees and/or branches, floods, wildlife disturbances, fire and smoke, unknown third parties, lack of privacy and security, and other hazards.

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- **Farm Chores and Livestock.** Some Activities may involve feeding, caring for, and otherwise interacting with large and small domesticated animals. Animals may kick, stomp, trample, bite, peck, or attack. Participants may perform chores such as chopping firewood; performing work using hammers, nails, screws, saws, hoes, rakes, and other tools; and cleaning barns, stalls, corrals, and other areas. Equipment such as tractors, trucks, trailers, and lifts may be present in some locations.
- **Homestays.** Participants who live with a homestay family during their program will not always be under NCOAE's supervision. Participants may travel to and from their homestays independently. Homes may not have reliable access to electricity, internet, or potable water. Interactions between participants and homestay families may involve cultural differences, language barriers, and the risks of conduct stated below.
- **Service Projects.** Service and clean-up Activities may include the use of tools and equipment (*i.e., drills, saws, hammers, brooms, power tools, axes, ladders*) and substances (paints, cleaning agents) that can cause injury resulting from use, misuse, or malfunction. Fumes, dust, and other irritants and contaminants may be present.
- **Water Activities.** Water obstacles or hazards such as rapids, rocks, boulders, trees, fences, waterfalls, holes, reversals, waves, currents, undertow, tidal fluctuations, drop-offs, animals, plants, and other hazards may exist. Participants may slip on wet rocks or while entering or exiting a boat; fall overboard or be thrown into the water; or experience a boat flip, capsize, or collision. Sand can irritate the skin, eyes, and other body parts. Water may be salty or contaminated. Other Risks include those associated with being submerged in deep, cold, and/or fast-moving water, waves, currents, or whitewater, with or without the ability to swim.
- **Unstructured time.** Participants will have unstructured and/or independent, unsupervised time before, during, and after Activities and at various other times. Participants will not be directly supervised during sleeping hours. All participants share in the responsibility for their own well-being at all times.
- **Conduct.** The potential that the participant, other participants, or third parties may act carelessly, recklessly, or maliciously, including, but not limited to, by exhibiting abusive behavior, making inadvertent or intentional physical contact with another, or making unwanted sexual advances or contact.

These and other Risks may result in a participant: falling partway or falling to the ground or into the water; being struck by, colliding with, or impacting objects, people, animals, or the bottom of a water body; experiencing vehicle or boat collision, flip, capsize, or rollover; getting caught or entangled in objects above or below water; reacting to high altitudes, weather conditions, or exertion; becoming lost or disoriented; participating in an emergency evacuation; ingesting or inhaling smoke or other contaminants or pollutants; suffering gastro-intestinal complications or allergic reactions; being exposed to, contracting, and/or transmitting to others human/animal/insect/other-borne communicable diseases, such as but not limited to COVID-19; being emotionally triggered; or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness (*i.e. high altitude pulmonary or cerebral edema*); anaphylaxis; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional crisis or trauma; concussions; sunburn or other burns; illnesses; rashes; infections; cuts, wounds, or other injury; and other damage, death, or loss.

I acknowledge and agree:

- to review all materials received from NCOAE, complete all required NCOAE forms, abide by the terms of those documents, and obey all NCOAE rules and other policies.
- NCOAE representatives are available should I have further questions about the Activities, Risks, or other issues;

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- to disclose any mental, physical, or emotional conditions or limitations which might affect participant's ability to participate in NCOAE programming, including all Activities, and represent that participant is fully capable of participating without causing harm to themselves or others;
- the information provided above is not complete, other unknown or unanticipated Activities, Risks, and outcomes may exist, and NCOAE cannot assure participant's safety or eliminate any of the Risks;
- **If participant is borrowing or renting new or used equipment from NCOAE, the equipment comes "AS-IS," and NCOAE disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;**
- NCOAE contracts with independent contractors (*i.e., not its employees or agents*) to provide or conduct some services and Activities. NCOAE does not supervise or control these contractors and is not legally liable or responsible for their conduct. I understand I may independently investigate and assess these contractors, services, and Activities if I choose to do so;
- **Participant is voluntarily participating with knowledge of the Risks. Therefore, participant (or Parent of a Minor participant) assumes and accepts full responsibility for the inherent and other Risks (known and unknown, described above or otherwise) of the Activities, and for any injury, damage, death, or other loss suffered by participant (and Parent of a Minor) resulting from those Risks, including the Risk of participant's own negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT.

Read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights.

I, as an adult participant or as a Parent for myself and for and on behalf of my participating Child (the extent permitted by applicable law), agree as follows:

1. **to release and not sue NCOAE and its owners, managers, officers, directors, employees, agents, representatives, successors, assigns, and volunteers (the "Released Parties"),** with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (collectively, "Claims") for any injury, damage, death, or other loss in any way connected with my/my Child's enrollment or participation in Activities. **I understand I agree here to waive all Claims my Child or I may have against the Released Parties, bind my/my Child's estate and any family member/heir/other party bringing Claims, and agree that neither I, my Child, nor anyone acting on my or my Child's behalf, will make a claim against the Released Parties as a result of any injury, damage, death, or other loss suffered by me or by my Child;**
2. **to defend and indemnify** ("indemnify" means to protect by reimbursement or payment) **the Released Parties** with respect to any and all Claims brought by or on behalf of me, my participating Child, my spouse, my/my Child's other family members, heirs, or estate, a co-participant, or any other person or entity for any injury, damage, death, or other loss in any way connected with my/my Child's enrollment or participation in Activities. This includes, but is not limited to, any Claims brought by a medical care provider, insurer, or other third party as a result of medical or other care or services provided to the participant before, during, or after the program, including transportation and evacuation costs.

This Release and Indemnity Agreement includes Claims of or resulting from the Released Parties' negligence (but not any of their gross negligence or willful and wanton misconduct), and includes Claims for personal injury or wrongful death (including Claims related to emergency, medical, drug, and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

MEDIA RELEASE. I authorize NCOAE or its designees to photograph, film, record, and otherwise capture the name, image, voice, verbal or written statement, photograph and/or visual likeness (collectively, "Images") of me/my Child and agree that Images may be published or otherwise used by NCOAE for advertising, promotion,

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Acknowledgment and Assumption of Risks & Release and Indemnity Agreement For an Adult or Minor Participant *continued*



education, publicity, or any other legitimate business purpose in any media throughout the world in perpetuity, without compensation to me. NCOAE owns all ownership and copyright rights in the Images and I waive any inspection or approval rights. *Please email info@ncoae.org or call 910-399-8090 if you do not agree to allow NCOAE or its designees to photograph, film, record, or otherwise capture Images of you/your Child.*

OTHER PROVISIONS.

I (adult participant or Parent of a Minor participant) agree that North Carolina law (without regard to its “conflict of laws” rules) governs this Document, any dispute with the Released Parties, and all other aspects of my or my Child’s relationship with the Released Parties, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only in a court with competent jurisdiction in Wilmington, North Carolina, which shall be the sole jurisdiction and venue for any such proceeding. I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable North Carolina mediator. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is found to be unlawful or unenforceable, that finding shall not affect the enforceability of the remaining provisions, which provisions shall continue in full force and effect.**

Adult participant or Parent (i.e. parent or legal guardian) of a Minor participant agree: *I have carefully read, understand, and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating Child and other children, and my/my Child’s other family members, heirs, executors, representatives, subrogees, assigns, and estate.*

I understand my signature is valid and legally binding whether I choose to electronically sign or manually sign a printable version of this Document.

Participant Name *Print Name*

Participant birthdate

Adult Participant or Parent (i.e., parent or legal guardian) of a Minor’s Signature

Date

Signatory’s Name Here *Print Name*

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