

**** PARTICIPANT AGREEMENT-RELEASE-ACKNOWLEDGEMENT OF RISK ****

THIS FORM APPLIES TO OUTING(S) DATED:

In consideration of Robert Remedi, and any and all instructors hired by Robert Remedi, including volunteers and all other persons or entities acting on his behalf (herein after collectively known as Principals), I hereby agree to release and discharge Principals, on behalf of myself, my children, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that my participation in outdoor education based activities such as hiking, camping, backpacking, wilderness skills, tracking, edible wild plants, science experiments, tidepooling, crafting, campfire, night programs, team-building, swimming, etc. entails known and unanticipated risks which could result in physical and emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, Principals have difficult jobs to perform. They seek safety as their utmost concern, including thorough equipment inspections, comprehensive safety talks, constant supervision, and continuous training, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might face unpredictable weather, elements, or terrain. They may be unable to give adequate warnings or instructions because of unknown circumstances or unpredictable conditions.
2. I expressly agree and promise to accept and assume all 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 Principals 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 Principal's equipment or facilities, including any such claims which allege negligent acts or omissions of Principals.
4. Should Principals or any anyone acting on Principals 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 in the activity, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear to the costs of, all risks that may be created, directly or indirectly, by any such conditions.
6. In the event that I file a lawsuit against Principals, I agree to do so solely in the state of California, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of the law rules of the state.

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 Principals on the basis of any claim from which I have released them from herein. I understand that photos and video may be used for promotion & advertising. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Adult Attending Outing (** this is the release for parent)

Date

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION

(Must be completed for Participants under the age of 18 years)

In consideration of _____,
(Please Print CHILD/CHILDREN'S NAME HERE. You can list all your children here)

Minor, being permitted by Principals to participate in these activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Principals 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.

Signature of Parent or Guardian

Date

Printed Name of Parent or Guardian:

-- MEDICAL INFORMATION AND CONSENT FORM --

THIS FORM APPLIES TO OUTING(S) DATED:

MEDICAL INFORMATION

(Confidential)

Participants (Adult and/or Child/Children's Names here):

Age(s):

Some programs take place in areas that may be isolated from prompt medical attention. Emergency plans and procedures will be enacted immediately to care for sick or injured persons. The information you furnish greatly assists instructors and/or medical personnel in providing the best medical care possible should an injury or sickness occur.

Any conditions (physical, medical, emotional, psychological) that instructors should be aware of:

Medications:

Allergies to insect stings, food, air-borne allergens, plants:

Comments:

Signature of Parent or Legal Guardian:

Printed Name of Parent or Legal Guardian:

Home Phone:

Cell Phone:

Other:

MEDICAL CONSENT

In the event of sickness or injury occurring on the outdoor program, I consent that medical care be given to my child or children in my care. My consent is given to instructors and/or to hospital staff if hospitalization is required.

Signature of Parent or Legal Guardian:

Date: