

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Wilderness Medical Society, Inc. their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WMS"), I hereby agree to release, indemnify, and discharge WMS, 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 guided, domestic canoeing, paddling, kayaking and orienteering, overnight hiking, camping, backpacking – day hiking - outside activities entails 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 simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. **The risks include, among other things:** slipping and falling; weather and altitude can be extreme and can change rapidly without warning; boat capsizing and entrapment; tidal conditions, surf and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; cold water, temperature and weather extremes, hypothermia, accidental drowning, strong wind, cold, storms, the risk of altitude including frostbite, acute mountain sickness, cerebral and pulmonary edema; large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life or dangerous wild animals; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, below ground; my own physical condition; transmissible pathogens or diseases; and the physical exertion associated with this activity. The areas may not have been traveled previously and are not regularly patrolled. Natural forces; communication in backcountry / mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available; the condition of roads, terrain, or highways and accidents connected with their use. Furthermore, WMS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
3. 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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in these activities.

4. **Indemnity, release and hold harmless agreement in favor of WMS.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless WMS from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of WMS's equipment or facilities, including any such claims, demands or causes of action which are based or founded, *in whole or in part, upon the alleged negligent acts or omissions of WMS.*

4. Should WMS 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 a lawsuit against WMS, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document 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 WMS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at WMS.

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 _____ DOB _____ Phone Number _____

Address _____

Signature of Participant _____ Email _____ 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 WMS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WMS 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 _____