

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Wilderness Medical Society, 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 "WMS"), I hereby agree to release, indemnify, and discharge WMS, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in guided canoeing, fly fishing, foreign sailing trips, mountain biking, hiking, camping, &backpacking either foreign or domestic, wilderness medicine and other training & instruction 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.

The risks include, among other things: slipping and falling; being impaled by a fishing hook; rapids will be encountered; contact with food boxes, other storage containers, or other fixed equipment; exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; boat capsize and entrapment; tidal conditions, surf and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water, cold shock, hypothermia, accidental drowning; exposure to sun, strong wind, cold, storms, large waves, eddies and whirlpools, and lightening; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; illness in remote areas; exposure to potentially dangerous wild animals, insect bites, hazardous plant life, and aggressive or poisonous; improper lifting or carrying; accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the bicycle; falls from the bicycle; weather conditions; exhaustion; my own physical condition and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use. different standards of design, safety, and maintenance of buildings, public places, and conveyances; local & medical facilities and providers; weather conditions; criminal activity, environmental hazards; standards of living and health standards that are not equivalent to life in the United States.

Furthermore, WMS instructors 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, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- 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 WMS 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 WMS's equipment or facilities, **including any such Claims which allege 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 Utah, 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 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 WMS 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 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: _____