

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Peak 7 Adventures**, guides, their agents, owners, officers, principles, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Peak 7 Adventures**", I hereby agree to release, indemnify, and discharge Peak 7 Adventures, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

RISK MANAGEMENT POLICY

We believe young people seek adventure. Peak 7 Adventures provides opportunities for exploring new activities in a structured manner. Risk management is an essential element of the activities we offer, and we observe reasonable and standard precautions. We conduct our programs according to practices and procedures recommended by professional organizations in the field of Outdoor Education. Our risk management program includes specific criteria for staff selection, training, written policies and procedures, and supervision and review of practices. While we anticipate our professional supervision will ensure the well-being of each camper, we are also aware that it is not possible to foresee every contingency or to eliminate all risk.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I understand that the Peak 7 Adventures experience, whether a single-day or multiple-day trip, may involve activities and group living arrangements and interactions that may be new to me or my child, and that these experiences come with certain risks and uncertainties beyond what I or my child may be used to dealing with at home. I am aware of these risks, and I am assuming them on behalf of myself or my child. I realize that no environment is risk-free, and so I have instructed my child on the importance of abiding by Peak 7 Adventures rules, and my child and I both agree that I, he or she will obey Peak 7 Adventures rules and the rules of the group's leaders. I understand that Peak 7 Adventures activities occur in diverse terrain and weather conditions, and sometimes in remote backcountry areas. I authorize myself or my son/daughter to participate fully in all of Peak 7 Adventures activities. These activities include, but are not limited to backpacking, hiking, biking, canoeing, kayaking, caving, rock climbing, rappelling, swimming, rock/bridge/cliff jumping, mountaineering, snow shoeing, camping, snow camping, stand up paddle boarding, rafting (including white water and tubing). All of these are physical activities that involve risk of personal injury, including both emotional and physical injury up to or including paralysis or death; as well as damage to personal property. I understand that Peak 7 Adventures cannot safeguard against all such injuries, and I expressly agree to assume such risk and waive, release, save and hold harmless Peak 7 Adventures, its officers, agents, employees, and any federal, state or local agencies which have jurisdiction over lands or properties upon which Peak 7 Adventures programs operate, from any claim of liability, settlement, judgment, award or cost of defense and attorneys' fees, including negligence, except gross neglect, by Peak 7 Adventures for any loss, damage, or injury incurred during the program(s) for which I or my child/ward is participating. I attest that I/my son/daughter has been fully informed of the program activities and agrees to participate.

Participant Insurance / Representation of Physical condition: I agree to fully disclose all physical, mental and emotional conditions that could impact the safety or success of the program. I certify that I am willing to assume the risk of any medical condition I or my child/ward may have. I certify that I have adequate insurance to cover any injury or damage I or my child/ward may cause or suffer while participating, or else I agree to be responsible for the costs of such injury or damage myself.

***I have Prescribed medications for use in crisis: YES NO (CHECK ONE)** If yes you are responsible for advising your guide of this.

TERMS OF AGREEMENT

Rules and Regulations: Participants will be expected to commit to a verbal contract at the beginning of the program. This contract will include a commitment to guidelines of behavior for the safety and well being of the individual and group. These include the prohibition of all forms of tobacco, alcohol and illegal drugs, cooperation with group leaders and other members of the group, and the commitment to not become involved in cliques and mutually exclusive one-on-one relationships and excessive displays of affection. The trip leaders will handle discipline problems in the manner that they see fit, according to industry guidelines. If a participant is dismissed for the well being of the program or for failure to cooperate, parent/guardian(s) will be called and are responsible to pick up their child immediately and at their own expense. No refund will be given. It is agreed that any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Spokane County, Washington and shall be construed in accordance with the laws of the state where the trip occurred. In addition, I understand and accept the Terms of Agreement as stated in this waiver. If any portion of this agreement is found to be invalid or not enforceable by a court of proper jurisdiction, the remainder of the agreement shall nevertheless remain valid and fully enforceable.

Equipment: The parent/guardian is responsible for and agrees to reimbursement for loss of or willful destruction by the participant of any equipment belonging to Peak 7 Adventures. Peak 7 Adventures will not be responsible for any participant's possessions that are lost or stolen while he/she is on the trip.

Model Release: I authorize and agree to the reasonable and proper use by Peak 7 Adventures of any and all photographs/videos/statements by, of or about my self or child/ward.

I acknowledge that this agreement applies to all future events of Peak 7 Programs until cancelled or replaced in writing.

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.

(Must be completed by all PARTICIPANTS regardless of age)

Signature of Participant _____ Print Name _____ Date ____/____/_____
Date of Birth ____/____/____ Date of Trip ____/____/____ Email _____
Address _____ City _____ State _____ Zip _____
Emergency Contact _____ Phone _____-____-_____

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 **Peak 7 Adventures** to participate in its activities and to use its equipment and facilities, I represent that the Medical History Information that I have carefully filled out below is true, accurate and current, and I further agree to indemnify and hold harmless **Peak 7 Adventures** from any and all claims, liability, damages, causes of action, expenses or costs associated with or which are brought by me, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

*Name of Minor: _____
*Name of Parent/Guardian: _____ Spouse Name: _____
*Signature of Parent/Guardian: _____ *Date: _____