

ADVENTURE TREKS



Acknowledgement of Risks

STUDENT NAME (Please Print) _____

SCHOOL _____

In consideration of the services of **Adventure Treks, Inc.**, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as “Adventure Treks”), I agree as follows:

Although Adventure Treks has taken reasonable steps to provide me with appropriate equipment and skilled staff for the course so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity has risks, including certain risks that cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to my equipment, accidental injury, illness, or, in extreme cases, permanent trauma or disability. I understand that Adventure Treks does not want to frighten me or reduce my enthusiasm for this activity, but thinks it is important for me to know in advance what to expect and to be informed of the activities’ inherent risks. The following describes some, but not all, of those risks.

Students on Adventures live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities may include hiking, backpacking, rock climbing, and whitewater rafting.

Adventure Treks courses occur in remote places, sometimes a day or two away from medical facilities. Communication and transportation can be difficult and sometimes evacuation and medical care may be significantly delayed.

Meals are prepared over gas stoves. Water often requires disinfection before use. Camping risk and hazards can include: burns, cuts, diarrhea and flu-like illness, and falling rock and timber.

Travel is by van, raft, other watercraft, and on foot over rugged often unpredictable terrain, including boulder fields, downed timber, rivers, rapids, stream crossings, mountain passes, and slippery rocks. Attendant risks include collision, falling, capsizing, drowning and other risks usually associated with such travel; as well as environmental risks.

Environmental risks and hazards include but are not limited to: moving, deep and cold water; insects, snakes, bears and other large animals; falling and rolling rock; lightning, earthquakes, flash floods, and unpredictable weather. Weather may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, and other mild or serious conditions.

Travel between activity sites takes place in newer model year, 15-passenger GMC, Chevrolet, and/or Ford vans. Due to the wilderness nature of the trip, Adventure Treks believes these vans are the only practical type of transportation for a trip of this nature. The Federal Government has deemed 15 passenger vans to be unsafe to carry school children. In the event of a collision, a van provides less side impact protection than a school bus would and is more likely to overturn.

Decisions are made by the instructors in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

Although Adventure Treks has an outstanding safety record, I am aware that Adventure Treks courses include a slight risk of property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this program may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Adventure Treks has been made available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I represent that I am fully capable of participating in this activity, without causing harm to myself or to others. I understand, too, that although Adventure Treks has taken precautions to provide proper organization, supervision, instruction and equipment for each program, it is impossible for Adventure Treks to guarantee absolute safety. I understand that I share the responsibility for safety throughout this program and I assume that responsibility. In such consideration of, and as part payment for, the right to participate in the Adventure, including activities and services arranged for me by Adventure Treks and their agents or associates (including government agencies which oversee federal lands), I have read and hereby assume all of the above risks and will hold them harmless from any and all liability, actions, causes or action, debts, claim and demands of every kind and nature whatsoever. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against Adventure Treks for personal injury or property damage or otherwise, except in cases of intentional wrongs or the gross negligence of Adventure Treks.

I further agree that if I have any legal dispute with Adventure Treks that cannot be settled through discussions between the parties, I will attempt to settle the dispute first through mediation before a mutually acceptable mediator. To the extent mediation does not result in a resolution, I agree to submit the dispute to binding arbitration through the American Arbitration Association in North Carolina. I also agree that I will pay all costs and attorneys' fees incurred by Adventure Treks in defending a claim or suit, if the claim or suit is withdrawn by me or if the court or arbitration determines that Adventure Treks is not responsible for the injury or loss. I also agree that any lawsuit against Adventure Treks must be filed in Henderson County North Carolina.

I have accepted responsibility to verify with my physician that I have no physical or psychological problems that would prohibit my fully participating in the course and I have been conscious of conditioning myself as outlined in the information provided. I agree to comply with the instructions and directions of the Adventure Treks instructors during the course of this Adventure.

I am aware of the risks of traveling in 15 passenger vans and accept this risk as a necessary ingredient of the Adventure experience.

Parent Signature _____ Date _____

(Parents or legal guardian must sign for all persons under age 21.)

I am signing as parent or guardian to reflect my agreement to indemnify Adventure Treks from any claim which may be brought by or on behalf of the student, or any member of the student's family, for injury or loss resulting from those inherent risks of the course, described and not described above, and from the negligence of the student:

Participant Signature _____ Date _____

I, and my parent(s) or guardian(s), if I am a minor, have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, and estate and all members of my family.

I hereby authorize and give full consent to Adventure Treks, Inc. to copyright or publish all photographs, movies, videos, letters, or tape recordings in which I, (print name) _____ appear while a participant in any and all of Adventure Treks programs. Adventure Treks, Inc. may use or cause to be used this above material for any and all exhibitions, public displays, commercials, art and advertising purposes without limitation or reservation.

Parent Signature _____ Date _____

(Parents or legal guardian must sign for all persons under age 21.)

Participant Signature _____ Date _____