North Coast Adventure Centers, Inc

PARTICIPANT RELEASE OF LIABILITY, ACKNOWLEDGEMENTOF RISK AND ASSUMPTION OF RISK.

Participants Name: _____

Birth Date :_____Age:_____ Phone: _____

Address: _____

Email Address _____

Organization with which you are participating: _____

Please read this document carefully. If the participant is a minor, a parent or guardian must sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.

PARTICIPANT AGREEMENT

In consideration of the services of North Coast Adventure Centers Inc (NCAC), a California Corporation I, the Participant (and Parent/Guardian of a minor participant), acknowledge and agree as follows:

Description of Activities and Risks
I understand that the trainings, first aid classes, canopy tours, rock climbing, adventure tours, ropes course activities, Segway tours and challenges, mountain biking and others adventure activities conducted by NCAC, the structures and premises on which they are conducted and related equipment, may expose participants to certain risks. Some activities are instructional in nature and participants are expected to expand and challenge their skills and judgment. I acknowledge that participation in these activities is purely voluntary.

The activities may require moderate physical exertion, and include a variety of games and problem-solving challenges, ropes course elements (a variety of structures over, through and on which participants may be asked to walk, swing or climb, with or without the assistance of staff or co- participants), riding on bicycles or Segways, and climbing activities. Certain climbing activities including ropes course elements, canopy tours and rock climbing may be as high as 100 feet off the ground and, while reasonable measures will be taken to prevent a fall or collision, accidents may occur. Participants and/or staff may fail to follow proper procedures, instructions, and the operating policies of NCAC.

Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; abrupt and possibly harmful contact with structures, other objects and other persons; anxieties and fears associated with heights; close contact with other participants; the carelessness of participants, and misjudgments on the part of the staff of NCAC; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience symptoms of anxiety and stress (including, but not limited to, an increased heart rate) due to physical exertion, reliance on other participants, and a fear of heights or of being unprotected or falling. **Physical injuries associated with participation may include breaks, sprains, strains, bruises and other contusions and even death.**

I (and Parent/Guardian of minor participant) understand that there may be times during the day in which participants will not be directly supervised by NCAC staff, and that NCAC has no responsibility for participant during those times, or for the general condition of the premises on which the activities are conducted, or for any activity on such premises other than the actual activities conducted by NCAC.

Acknowledgment and Assumption of Risks

The above description of the inherent risks of participation is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Understanding the nature of the activities and their risks, and that other risks may be encountered which cannot be reasonably anticipated, I acknowledge and expressly assume all risks of the NCAC activities, whether or not described in this document, known or unknown, and inherent or not. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of my, or the minor's, enrollment or participation in the activities provided by NCAC.

Initials

Release and Indemnity

I, the Participant (or the Parent/Guardian of a minor Participant) hereby agree, for myself and on behalf of the minor participant for whom I sign below, **TO RELEASE, INDEMNIFY**, **AND HOLD HARMLESS NCAC**, its', officers, agents, and employees, ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by any member of my family, rescuers, co-participants, or any other person, arising in whole or part from my participation in the activities provided by NCAC, **WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE**, and to the fullest extent permitted by law.

Initials

Permission for Emergency Medical Care

I, an adult Participant (or Parent/Guardian of a minor Participant), herby give authorization to NCAC to provide or obtain for me, or for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and any related transportation taken to seek medical assistance. NCAC and any third party medical caregiver are authorized to exchange medical information concerning my, or the minor's, medical condition. I know of no reason(s), other than the information indicated on the accompanying Participant Information and Medical Form, why I (or the minor participant) should not participate in the activities provided byNCAC.

Disputes

Any dispute between a Released Party and Parent or Participant will be governed by the laws of the State of California. Any mediation or suit shall take place in Humboldt County, California.

Image Reproduction

I grant NCAC the right to use, reproduce, assign and/or distribute photographs, films, files, videotapes and sound recordings of myself and/or the minor participant for public relations, training or publicity purposes.

Enduring

This agreement shall apply to any future NCAC activities, occurring within twelve(12) months of the date this agreement is signed, that the participant may choose to participate in.

Binding and Voluntary

This agreement is entered into voluntarily, and after careful consideration.. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

Signature of Participant
or Parent/Guardian (if under 18): **DATE:**