

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

## *Into the Wild Journeys*

In consideration of the services of **Lonner Holden** and **Into the Wild Journeys**, their agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Activity Provider"), I hereby agree to release, indemnify, and discharge Activity Provider, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that backpacking in the wilderness 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. I further acknowledge that *Lonner Holden* and *Into the Wild Journeys* has taken reasonable steps to evaluate my ability to participate in this activity, help me prepare physically and mentally and with the appropriate equipment and provided skilled guide(s) so that I may enjoy the activity while still mindful of and responsible to its risks. The risks include, but may not be limited to: Exposure to heat and sun such as sunburns, heat stroke, and dehydration. Exposure to cold and freezing temperatures or hyperthermia or frozen tissue; pathogen or vector related illness; breaks, strains, sprains or concussions from slips, falls or falling rocks or branches; infection from cuts, wounds or blisters; encounters with natural flora and fauna such as stings, bites or contact with toxic plants; loss or damage to equipment.

Furthermore, Activity Provider employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's physical condition or abilities. They might misjudge the weather or other changing and unpredictable environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understand that the description of these risks is not complete, and that other unknown or unanticipated risks could also result in illness, injury and death.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Activity Provider from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of Activity Provider's equipment or facilities, including any such claims which allege negligent acts or omissions by Activity Provider, myself or other participants.

4. Should Activity Provider or anyone acting on their behalf, be required to incur any 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 I have adequate insurance to cover any illness, injury, damage or evacuation I may cause or suffer while participating, or else I agree to bear the costs of such illness, injury, damage or evacuation myself. I authorize any medical treatment deemed necessary in the event of my illness or injury during my participation, and understand that because of the remoteness from civilization full medical treatment may be delayed. I further certify that I am fully capable of and have prepared to participate in this activity both mentally and physically and with the proper clothing and equipment, and am willing to assume the risk of any medical or physical condition I may have. I have also fully informed Activity Provider of any and all medications and medical conditions that may influence my physical capacity or mental judgement during participation.

6. In the event that I file a law suit against Activity Provider, I agree to do so solely in the state of California, and I further agree that the substantive law of California 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 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 Activity Provider on the basis of any claim from which I have released Activity Provider 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.**

Participant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_