

LIABILITY RELEASE FORM - OUTDOOR COURSES

Participant Name (print)

Parent/Guardian Name (print)

In consideration of the services of Tanin Shunter, Eric William Twitty, Sean Phelps, Jamie Von Sacken, and Kootenay Rites Of Passage, including all of their directors, staff, mentors, co-leaders, volunteers, affiliates and all persons and entities acting for them or on their behalf (hereinafter collectively referred to as “Kootenay Rites Of Passage”), the right of myself, my child, foster child or adolescent youth of whom I have legal custody (hereinafter "Participant"), and the right of my Participant to engage in this Course or event (hereinafter “Course”), I hereby freely and voluntarily agree to release, indemnify, and hold Kootenay Rites Of Passage harmless on behalf of myself, my Participant, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

I. DISCLOSURE AND ACKNOWLEDGMENT OF RISKS

I understand that the course is a personal growth and development course held primarily in an outdoor setting with additional exposure to urban, suburban, and/or wilderness environments and involves known and unanticipated risks which could result in physical injury, paralysis, death, illness, 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.

These risks include, among others:

A. The nature of this Course itself, which involves or may involve:

1. Strenuous and vigorous, physical, mental, emotional, and intellectual activity such as outdoor and indoor games during day or night, and exercises and processes which may include or result in physical, mental or emotional stress, distress and fatigue (e.g. facing and overcoming physical, emotional or mental obstacles to the achievement of goals);
2. The potential for for injury or loss of life
3. Hazards associated with outdoor, camping and wilderness environments such as, but not limited to, “acts of nature” (rockslides, lightning, etc), adverse weather, interactions with wildlife; and
4. The potential for change with respect to such matters as: education, career, job or business; relationships with family, friends, youth, co-workers, and behavior in social,

- LIABILITY RELEASE - OUTDOOR COURSES • KOOTENAY RITES OF PASSAGE
- KOOTENAYRITESOFPASSAGE@GMAIL.COM

personal or school and business settings.

B. The acts or omissions of Kootenay Rites Of Passage who may, among other things, be ignorant of any participant's fitness or abilities; misjudge the weather, the elements, or the terrain.

C. Latent or apparent defects or conditions in the equipment or property supplied by Kootenay Rites of Passage or other persons or entities as well as the use or operation of such equipment.

D. Acts of other participants in Course or other persons.

II. PARTICIPANT UNDERTAKINGS

A. I and my representatives expressly acknowledge, agree and promise to accept all of the risks existing in this Course, including those risks listed above as well as those risks not specifically listed above.

B. I and my representatives understand, acknowledge and represent that my and my Participant's participation in Course and in every separate part thereof is purely voluntary and I authorize my Participant to participate in spite of and with full knowledge of all the risks. I acknowledge that at all times my Participant will be free to choose to leave the Course or to not engage in any part or all of Course.

C. I and my representatives hereby authorize Kootenay Rites of Passage to take any and all reasonable steps on behalf of my Participant in the case of any physical or other injury, illness or condition my Participant might suffer during Course. Kootenay Rites of Passage is hereby authorized to apply emergency first aid, engage physicians of any kind, nursing services, ambulance services, paramedic services, or any other service or personnel that in the sole discretion and judgment if deemed reasonable and necessary for my Participant's immediate care, health and safety.

D. I and my representatives hereby voluntarily release, forever discharge Kootenay Rites of Passage and agree to indemnify and hold Kootenay Rites of Passage harmless with respect to any and all liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with, my Participant's participation in Course, my Participant's use of Kootenay Rites of Passage equipment or facilities, or the provision by Mentorship & Rites of Passage of emergency services, including but not limited to claims alleging negligent acts or omissions or medical malpractice.

E. I and my representatives additionally release and forever discharge Robin Flynn, Darcy Kopas, Star River Sanctuary and/or other Course sites ("Venues") and agree to indemnify and hold Venues and venue owners harmless with respect to any and all liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected with, my Participant's participation in this Course, my Participant's use of Venues' equipment or facilities.

F. I agree and promise to indemnify and hold Kootenay Rites of Passage (Tanin

- LIABILITY RELEASE - OUTDOOR COURSES • KOOTENAY RITES OF PASSAGE
- KOOTENAYRITESOFPASSAGE@GMAIL.COM

Shunter and all associated mentors, co-leaders and affiliates) harmless from all costs and liabilities incurred by Kootenay Rites Of Passage in connection with claims for personal injury or property damage to staff, other participants, volunteers, spectators or other third parties which arise out of, or are in any way connected with, my or Participant's participation in Course.

G. I additionally agree and promise to indemnify and hold Venues harmless from all costs and liabilities, including but not limited to, attorney fees, incurred by Venues in connection with claims for personal injury or property damage to staff, other participants, volunteers, spectators or other third parties which arise out of, or are in any way connected with, my participation in this Course.

H. In signing this document I fully recognize and acknowledge that if anyone (including myself) is hurt or property is damaged, lost, or destroyed, as a result of my Participant's participation in Course, I may be found by a court of law to have given up any right I might have to make a claim or file a lawsuit against Kootenay Rites of Passage (Tanin Shunter).

I. Should Kootenay Rites of Passage or anyone acting on their behalf be required to incur attorney fees and costs in connection with any effort to enforce this agreement as a result of my Participant's participation in Course, I agree and promise to indemnify and hold them harmless against all such fees and costs.

J. I certify that I have sufficient health, accident and liability insurance to cover costs and expenses of any injury or damage my Participant may suffer or cause while participating in Course. If I have no such insurance I agree to bear all the costs of any and all such expenses and liability.

K. I certify that I have completed the registration form(s) required by Kootenay Rites of Passage, if provided; that I have disclosed each and every physical, emotional or mental condition for which my Participant has received treatment or is currently receiving treatment; that the information I have provided pertaining to my Participant's physical, emotional or mental condition is complete and true; and that I have complied with the medical requirements of Kootenay Rites of Passage. I further certify that my Participant has no medical condition which could interfere with their safety in Course and agree to assume and bear the costs of all risks, liability, claims, demands, or causes of action and damages which arise out of, or are in any way connected

with any medical condition my Participant has whether or not I have previously disclosed that condition to Kootenay Rites of Passage.

L. I give my permission for Kootenay Rites of Passage and/or its affiliates to use photographs and film footage, which may include Participant's voice or image, for promotional purposes.

M. I have sufficient opportunity to read and understand this entire document. I have read and understood it. I agree to be bound by all of its terms.

- LIABILITY RELEASE - OUTDOOR COURSES • KOOTENAY RITES OF PASSAGE
- KOOTENAYRITESOFPASSAGE@GMAIL.COM

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

