

# WILDERNESS AND TRAVEL MEDICINE, LLC RELEASE FORM

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

OCCUPATION \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

LOCATION OF COURSE \_\_\_\_\_ DATE OF COURSE \_\_\_\_\_

In consideration of the services of Wilderness and Travel Medicine, LLC ("WTM"), I, joined by my parents or guardian if I am under 18 years of age, agree and acknowledge as follows:

## **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

I hereby fully release and agree to hold harmless Wilderness and Travel Medicine, LLC, Lyle Eugene Allred, Eric A. Weiss, the sponsors and promoters of the trip, trip guides, and outfitting services contracting their services to WTM, and all other persons and entities associated with WTM (such released parties, individually and collectively, the "Released Parties"), for all claims, liabilities, or causes of action whatsoever for any and all personal injuries, loss or theft of personal property or belonging, other property damages, medical expenses, and other losses or damages suffered by me. This Release, Indemnity and Hold Harmless Agreement pertains even as to the actual or alleged negligence of the staff, guides, WTM, and other Released Parties, regardless to whether the claim, liability or cause of action arises out of the sole negligence of the Released Parties and any other person or entity.

I acknowledge that the activities of the course have risks, including certain risks, which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that WTM does not want to frighten me or reduce my enthusiasm, but considers it 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.

Unfortunately, security risks are a clear and ever present danger throughout much of the world these days---definitely including Nepal, Africa, South America, Europe, and even the USA. Risks include abduction, kidnapping, hostage taking, and death. WTM assumes absolutely no liability. These risks are largely beyond our control. Security is virtually impossible in many of these locations.

- WTM courses may occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed. Medical facilities and personnel may be primitive or lacking.
- Equipment may fail or malfunction, despite reasonable maintenance and use.
- Travel is by motor vehicles, airplanes, helicopters, jet airplanes, bus, power boats, sailboats, rafts, skis, foot and other means, over rugged unpredictable off-terrain, including the open ocean, boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, crashes, pilot error, falling, drowning and others usually associated with such travel, including environmental risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; powerful river rapids which may have hazards above and below the surface of the water; powerful ocean currents and waves; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods, and unpredictable forces of nature, including weather storms which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, barotrauma and injuries associated with scuba diving, drowning, severe traumatic injuries, frostbite, high altitude illnesses, infectious diseases, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- WTM activities are conducted indoors and outdoors, day and night. Physical activities include running, paddling, snorkeling, scuba diving, swimming, sustained climbing, hiking and repetitive lifting. They also include realistic simulated medical injury and treatment situations.
- Decisions are made by the instructors and participants usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- WTM participants, including minors, will have unsupervised free time before, during and after their course. Free time activities are not part of the WTM program and are at the sole risk of the participants. WTM has no responsibility for such activities. WTM staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for WTM. Parents are responsible for watching and caring for their children during such unsupervised free time.
- WTM programs in foreign countries may be exposed to animals, diseases and infections not common to the United States; in addition, these courses may be subject to dangerous road travel, political unrest, riots, terrorism, demonstrations, banditry and other criminal conduct, including drug related activities.

I acknowledge that engaging in this program may require a degree of skill and knowledge not required in other activities, and that I have responsibilities as a participant for my safety and the safety of others. I acknowledge the WTM activities are instructional and recreational in nature and I expect to be challenged to expand my skills and judgment.

Page 2 of 2 **WILDERNESS AND TRAVEL MEDICINE, LLC RELEASE FORM**

I understand that the description above of the risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I expressly acknowledge and assume 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 knowledge of the inherent risks.

I represent that I am fully capable of participating in the program, without causing harm to others or myself. Therefore I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities.

**ASSUMPTION OF ADDITIONAL RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY**

In further consideration of the services of WTM, I (joined by my parents or guardian if I am under eighteen years of age,) acknowledge that I have read and understand the Acknowledgement and Assumption of Risks, above, and confirm its representations and agree to all its provisions as though they were fully set forth again here. In addition, I acknowledge and expressly assume all risks of the course and any other activity of WTM, whether those risks are known unknown, inherent or otherwise.

If I am an adult participant, or the parent or guardian of a minor participant, I agree, to the fullest extent allowed by law, for myself and on behalf of the minor child, if any, as follows:

- a) To release and discharge WTM, its agents, employees, trustees, officers, course sponsors, contractors, and all other persons or entities associated with it and its activities (individually and collectively referred to as "Released Parties") from any and all claims of injury or loss which I or the minor child may suffer, arising out of or in anyway related to my, or the minor child's, enrollment or participation in the activities of WTM. I understand that in signing this document I, for myself and the minor child, surrender all rights to make a claim or file a lawsuit against a Released Party, for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory.
- b) To defend and to indemnify (that is, protect by payment or reimbursement, including attorney's fees and costs) any and all Released Parties from any claim which may be brought by the minor child, a co-participant, rescuer or any other person, including a member of my or the minor child's family, asserting a loss, including by reason of my, or the minor child's injury or death, which may arise from or in anyway relate to my or the child's enrollment or participation in the activities of WTM.

The Release and Indemnity described above includes but is not limited to any claim arising out of or in any way related to transportation or other occurrences to and from any activity of WTM, and the use of WTM equipment or facilities.

**The Release and Indemnity described above includes claims arising in whole or in part from negligent acts of omissions of the Released Parties or any of them.**

**THE FOLLOWING PROVISIONS APPLY TO THE ACKNOWLEDGEMENT AND ASSUMPTIONS OF RISKS AND THE AGREEMENTS OF INDEMNITY AND RELEASE:**

I, (joined by my parents or guardian if I am under eighteen years of age) further agree as follows:

WTM is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me.

Any dispute between WTM and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Oregon, and any mediation or suit shall occur or be filed only in the State of Oregon.

If I have any legal dispute with WTM which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Oregon courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Oregon. I also agree to pay all costs and attorneys' fees incurred by WTM in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines the WTM is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

I am aware that the optional climb of Mt. Kilimanjaro has no relationship whatsoever with Adventure Whitewater, WTM, or the Wilderness Medicine program. It is a completely separate and optional outing and not part of this educational program or trip.

**THE PARTICIPANT HAS READ THIS PAGE AND THE PREVIOUS PAGES AND UNDERSTANDS AND AGREES TO THE ACKNOWLEDGEMENTS AND ASSUMPTIONS OF RISKS, AGREEMENTS OF RELEASE AND INDEMNITY AND THE ADDITIONAL PROVISIONS, ABOVE.**

This Release, Indemnity and Hold Harmless Agreement shall be valid and binding to the undersigned.

**Date:** \_\_\_\_\_

**Participant signature**

At least one parent(preferably both) or guardian must sign below if participant is under 18 years of age to reflect their understanding of all provisions of the above agreement, for themselves and on behalf of the participant, including their agreements to release and indemnify WTM.

**Date:** \_\_\_\_\_

Parent or Guardian signature(s) (if participant is under 18 years old)