



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Milky Way Media, Inc. DBA Earth Living Skills, their agents, owners, officers, volunteers, personnel, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MWM"), I hereby agree to release, indemnify, and discharge MWM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, camping and backpacking activities 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.

The risks include, among other things: slip and falls; accidents involving the hazards of walking on uneven terrain, weather conditions; head injuries can occur; slipping and falling; falling objects; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; water hazards and accidental drowning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; pinches, scrapes, twists and jolts, scratches, bruises, blisters, burns, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the negligence of other visitors, participants, or other persons who may be present; equipment failure; and improper lifting or carrying; the use and carrying of firearms; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; my own physical condition, and the physical exertion associated with this activity.

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

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MWM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MWM 's equipment or facilities, **including any such claims which allege negligent acts or omissions of MWM.**
- 4. Should MWM or anyone acting on their behalf, be required to incur 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 that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against MWM, I agree to do so solely in the state of New York, and I further agree that the substantive law of that state 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 is 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 MWM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at MWM.

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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____ Signature of

Participant _____ Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by MWM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MWM from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

(over)

Parent/Guardian Name _____ Cell Phone _____

Parent/Guardian Name _____ Cell Phone _____

Other Emergency Contact _____ Relationship _____

Cell Phone _____ Work Phone _____

Health Insurance Provider _____ Policy Number _____

*Please list any **medical, emotional or psychological information we need to be aware of including allergies** and whether child's Epi-pen will be present. _____

PROPERTY LOSS: I understand MWM is not responsible for a participant's personal property that is lost, damaged or stolen during the course of a MWM program. _____

INSURANCE: I understand that it is my responsibility to provide for my own, and any other members of my family if applicable, accident and health coverage while participating in MWM programs. MWM does not provide any accident and health insurance for its participants. _____

MEDICAL RELEASE: I authorize MWM, as my agent, to give consent to surgical or medical treatment by a licensed physician or hospital when the physician deems such treatment necessary and I cannot be contacted within a reasonable time or I am not otherwise able to give such consent. I authorize MWM to give first aid, CPR or other treatment by a qualified staff member. _____

PHOTOGRAPHS: I authorize MWM to have and use photographs or video of my child/ren or myself as may be needed for its records or public relations projects. Yes ____ No ____