

NAME OF PARTICIPANT:

Program/Trip & Date:

CANYONLANDS FIELD INSTITUTE, INC.: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
Adult and Minor Participants - All Programs

INTRODUCTION: Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. The adult participant must sign this Document. If participant (including a youth intern) is under 18 yrs. of age (hereafter sometimes “minor” or “child”), one parent or legal guardian (hereafter collectively sometimes “parent”) must sign. In consideration of the services of Canyonlands Field Institute, Inc., and its officers, directors, trustees, board members, advisors, employees (including interns), agents, representatives, physician advisors, volunteers and all other affiliated persons or entities (individually and collectively referred to in this Document as “CFI”), I (participant or parent of a minor participant) acknowledge and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating in (whether attending, observing, actively participating and/or assisting with) CFI instructional, educational, recreational and/or adventure activities include risks. Activities may take place on private, state or federal lands in Utah (including CFI’s leased premises), Colorado or in other U.S. locations and may include, but are not limited to: hiking and backpacking (sometimes with equine/llama pack animals); camping; canyoneering; canoeing, river rafting and other boating; instruction in wilderness or river first aid and rescue; service and research projects; wildlife and nature observation; motels, homestays, teepees, yurts or other accommodations; sports and games; use of any equipment, facilities or premises; backcountry jeep touring and travel in vans, buses and other vehicles to, from and during activities or otherwise. These activities may be day or multi-day, led by CFI staff, contractors or others, scheduled or unscheduled, supervised or unsupervised and include activities undertaken during participant’s free and/or independent time (collectively referred to in this Document as “activities”). I acknowledge that the inherent and other risks, hazards and dangers (sometimes collectively referred to in this Document as “risks”) of the activities can cause injury, damage, death or other loss to participant or others. The parent gives permission for their child to participate in all CFI activities and agrees to discuss the nature of the activities and risks with their child. The following describes some but not all of the inherent risks:

Travel. Travel may be on foot or by vehicle, raft, canoe, or other means and may be over rough and unpredictable terrain or via lakes, rivers, hiking trails, and roads in snow, rain, or other adverse weather conditions.

Geographic location. Although CFI has developed evacuation plans for its trip locations, and CFI staff have first aid and CPR training and certification, activities may take place in remote places several hours from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Although staff or contractors may have access to emergency GPS and/or wireless communication devices on some programs, use of these devices in rugged canyon terrain or in any location is unreliable and inconsistent.

Equipment. The risk that equipment used in an activity may be misused, may not fit or may break, fail or malfunction. This includes participant’s personal equipment, CFI equipment or any other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with the parent of a minor, for choosing appropriate equipment and for the fit and condition of their equipment. CFI staff or its contractors may recommend or require safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Outdoor or wilderness environments. Risks include travel in high altitude (up to or above 9,000 ft.), mountainous, wilderness, desert or other terrain both on and off trail, and on land or water. Participant’s travel may be subject to: storms, including strong winds, rain, lightning, snow or hail; currents, waves or whitewater; flashfloods; extremely hot, humid or cold weather or water; fast moving rivers or other water bodies; steep and rugged terrain; falling or unstable rocks; falling or fallen timber; stinging, venomous or disease carrying animals or insects including arachnids and reptiles; poisonous plants; unpredictable contact with domestic and wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.

Judgment and decision-making. The participant or a co-participant, CFI staff member, contractor, volunteer or other person may misjudge the participant’s (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location.

Personal health and participation. The participant’s mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the activities includes risks. Although CFI will review participant’s submitted medical information, CFI cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition.

Any athletic or physical activity. Risks include that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other hazards; not understand the functioning of (or misuse) the equipment; encounter the unpredictable or dangerous behavior of an equine, llama or other domestic animal; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

Conduct. Risks that the participant, or other participants or third parties may act carelessly or recklessly.

Premises. Slippery walkways, water bodies, uneven ground, ruts, boulders, or other conditions may exist in and around CFI’s leased premises or other premises. Participants may engage in CFI chores using various tools and materials.

Riding in vehicles. Participants may ride in vans, jeeps, buses or other vehicles for program purposes such as nature or wildlife observation, or otherwise. Risks include vehicular accidents or injuries related to riding in, driving, loading or unloading vehicles, and use of trailers.

Free and/or unsupervised time. Participants may have free and/or unsupervised time before, during and after the start of activities and at various other times. Unsupervised time may include free or independent time alone or with others, and participants will not be directly supervised or watched during nighttime sleeping hours.

Cooking and camping. Risks include gas explosion, scalding or other burns associated with tending to, cooking over or being near a propane stove or open fire, and water contamination in natural water sources. Campsites may be subject to falling trees and/or branches, floods, wildlife or other hazards.

Research and service projects. Risks include those associated with activities such as maintenance, repair, weed control, trail work and associated digging, lifting, use of hand and power tools, ladders, hazardous cleaning or other substances, etc.

The inherent risks – and any other risks - may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting objects, people, animals or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, illnesses (including contracting animal/insect borne or contagious diseases), cuts, wounds or other injury, damage, death or loss.

I (participant or parent of a minor participant) further agree:

- to review all CFI information received, complete and sign all required forms, abide by the terms of those documents and obey CFI rules and other policies;
- CFI representatives are available should I have further questions about the activities, associate risks or other issues;
- to disclose to CFI representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's participation, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above or otherwise is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and CFI cannot assure participant's safety or eliminate any of the risks; **at all times, all participants share in the responsibility for their own and the group's well-being;**
- CFI contracts with independent contractors (not CFI's employees or agents) to provide or conduct some of the services and activities participants may engage in. I acknowledge I may independently investigate and assess these contractors, services and activities, if I choose to do so;
- **participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown) of the activities, and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies that administer some of the lands upon which participant will travel restrict a service provider, when they are operating under permit on those lands, from seeking a release of liability from participant for injury or damage resulting from the provider's negligence. To the extent these permit restrictions prohibit provider (CFI), as a matter of law, from requiring participant to enter into any part of this Release and Indemnity Agreement provision, that part will not be enforced for operations on land where such federal permit restrictions apply. **For CFI operations not subject to such federal permit restrictions, I (adult participant, or parent for myself and, to the extent allowed by law, for and on behalf of my participating child) agree as follows:**

1) to release and not to sue CFI in regard to any and all claims, liabilities, suits or expenses, including reasonable costs and attorneys' fees, (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities. **I understand I agree here to waive all claim/s I or my child may have against CFI, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against CFI as a result of any injury, damage, death or other loss suffered by me or my child;**

2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) CFI in regard to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, a co-participant or any other person or entity any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities.

This Release and Indemnity Agreement includes claim/s of or resulting from CFI's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS:

I (participant or parent of a minor participant) agree that Utah substantive laws (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with CFI and all other aspects of my or my child's relationship with CFI, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Grand County, Utah. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Utah mediator. **I authorize** CFI staff, representatives, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide care or treatment they consider necessary for me/my child's health. I agree to pay all costs associated with that care and transportation. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant or parent of a minor participant agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my participating child, spouse and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogees, assigns and estate. **The adult participant must sign below. If participant is a minor (those under 18 yrs. of age), a parent or legal guardian must sign below.**

I agree my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Parent or Guardian Signature (required for youth under 18 years of age) or Participant Signature (adult participant) Date PRINT name