



Participant Information and Acknowledgment of Risk

Please Complete the Following Information:

Group: _____ Course Dates (Include Year) _____

Participant's Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Gender: __M__F Age as of Course date: _____ Birth date: _____ Current Grade: _____

Parent's (or Guardian's) Names: _____

Parent (or Guardian's) Birth date: _____ SSN: _____

Employer of Insurance Representative: _____

Day Phone #: _____ Night Phone #: _____

In Case of Emergency or if unable to contact parents Contact: Name: _____

Emergency Contact's Phone :(Day) _____ (Night) _____

BACKCOUNTRY REQUIRES PARTICIPANTS TO HAVE THEIR OWN HEALTH AND ACCIDENT

INSURANCE: Insurance Company: _____ Phone: _____

Policy #: _____ Group#: _____

Address where claim must be submitted: _____

City: _____ St: _____ Zip: _____

(Please attach photocopy of front and back of insurance card)

I am bringing the following equipment: _____ Backpack _____ Synthetic fill Sleeping Bag _____ H2O Bottles
Use of personal equipment is subject to BackCountry staff approval

Any information that would help us better meet your needs? _____

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of BackCountry at Montreat College, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "B.a M.C."), I hereby agree to release and discharge B.a M.C., on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows:

I acknowledge outdoor adventure based activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Death, maiming, being lost, exposure to elements, being late, uncomfortable sleeping arrangements, hard work, making dissensions, cooking and cleaning, being held accountable for your action. I also understand there may be foreseeable and unforeseen circumstances that add risk of serious injury to these activities.

- **Rock Climbing** - the hazards of walking on uneven terrain; death, being struck by rock fall, or other objects dislodged or thrown from above; the use of climbing ropes and equipment; weather changes, including lightning; the risks of falling off the rock.
- **Hiking, Camping and Backpacking** - Slipping and falling; falling objects; death, exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heatstroke, heat exhaustion), sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, hazardous plant life; equipment failure; improper lifting or carrying.
- **Canoeing and Kayaking** - white water rapids; the boat could turn over; death, swimming rapids risking: collision with rocks, entanglement in trees; head injuries; slipping or falling during a hike; damage to equipment; personal injury; accidental drowning.
- **Ropes Course activities and Games**- Slipping and falls; falling; rope burns; pinches, scrapes, twists and jolts resulting in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards and death.
- **Caving** - rock falls; slides; death, climbing, crawling, sliding and walking in terrains including: slippery, uneven, muddy, steep and waist deep water for 30-90 minutes; very difficult and extremely slow rescues: hours or multiple days; cool temperatures; dust; sickness resulting from bat feces.
- **Biking** – Crashing, being struck by other bikers, death, slipping and falling; falling objects; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heatstroke, heat exhaustion), sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, hazardous plant life; equipment failure; or malfunction, being struck by vehicular traffic.
- **Environmental hazards**- Contact with plants, animals, insects resulting in: stings, allergies, associated and diseases. Other people with or without the intent to do harm.

Furthermore, B.a M.C. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate 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 B.a M.C. 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 B.a M.C.’s equipment or facilities, including any such claims which allege negligent acts or omissions of B.a M.C.

4) Should B.a M.C. 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 have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

6) In the event that I file a lawsuit against B.a M.C., I agree to do so solely in the state of North Carolina, 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.

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 B.a M.C. and Montreat College on the basis of any claim from which I have released them 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. I also hereby give my permission to B.a M.C. and Montreat College to use my photographic likeness in promotional materials.

Signature of Participant: _____ Print Name: _____ Date: _____

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under age of 18)

In consideration of _____ (print minor’s name) (“Minor”) being permitted by B.a M.C. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless B.a M.C. and Montreat College 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: _____ Date: _____

Print Name: _____