

Wilderness Kids **ALEXANDRIA**

PARTICIPANT, WAIVER AGREEMENT

Assumption of Risk and Agreement of Release and Indemnity

Please read and sign this statement. If you have any questions regarding this statement contact us.

In consideration of Wilderness Kids Alexandria, its directors, employees, officers, volunteers, agents, trustees, contractors and all other persons or entities associated with it (collectively referred to as "Wilderness Kids Alexandria") allowing me/my child or legal ward to participate as a participant/volunteer in the activities, trips, and associated services provided by Wilderness Kids Alexandria, I, the student or other participant participating in, or or volunteer in connection with, the activities described below (in either case, the "Participant"), or the parent or legal guardian of a minor Participant, hereby enter into this agreement (this "Agreement") and acknowledge and agree as follows:

Acknowledgment and Assumption of Risks

I understand that Wilderness Kids Alexandria has taken reasonable steps to provide, or cause to be provided by or through one or more other organizations identified by Wilderness Kids Alexandria, appropriate equipment and suitably skilled staff for its programs so that the Participant may participate in an activity for which the Participant may not be skilled. Nevertheless, I acknowledge that the activities of the program have risks, including certain risks which are inherent and cannot be eliminated without changing the unique character of the activity. I acknowledge that Wilderness Kids Alexandria has informed me that it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. Wilderness Kids Alexandria offers a wide variety of activities that may be strenuous, physically and emotionally. The inherent risks of these activities can include, without limitation, the loss of or damage to Participant's equipment or other personal property, injury, illness, or in extreme cases, permanent physical or emotional trauma, disability or death. The following describes many of those activities and their inherent risks.

Participants in Wilderness Kids Alexandria programs or any program with which Wilderness Kids Alexandria has cooperated or coordinated to provide any of the activities described herein ("Other Programs") live, camp and travel outdoors. The activities will depend on the program but may include some or all of the following: hiking, backpacking, skiing, snowboarding, and/or snowshoeing; camping and solo camping, including cooking over stoves, open fires or by other means; ropes and/or challenge courses, which involve strenuous activities conducted at significant heights above the ground; rock, wall or tower climbing; general sports; physical problem-solving activities; water activities including flatwater or white water boating, sailing, tubing, paddle-boarding, rafting, canoeing, or kayaking; or sea kayaking; surfing, or swimming; river crossings; bicycling; horseback riding; fishing; caving; indoor and outdoor rock climbing; vehicle travel and travel by public or chartered transportation or by taxi service; community and other service projects that may involve using tools, power equipment, ladders, or construction materials. Participants may engage in other activities not listed above, including training workshops and afterschool program activities. The program plan or activity may be modified to include an activity not listed above for any number of reasons, including convenience, weather, emergencies, or unexpected conditions.

Travel may be by vehicle, canoe, kayak, boat, horse, bike, on foot and by other means, over rugged and unpredictable off-trail terrain, including without limitation boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, capsizing, drowning, and other risks usually associated with such travel, as well as environmental risks. Environmental risks and hazards may include, without limitation: rapidly moving, deep or cold water; insects, reptiles, and predators, including large animals; contact with poisonous plants; falling and rolling rock; lightning, avalanches, flash floods, earthquakes, falling trees; discharge of weapons in or near the area of activity; and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include without limitation food and water related illness, hypothermia, frostbite, high altitude illnesses, sunburn, heat exhaustion, heatstroke, dehydration, fatigue; injury to limbs and extremities, including inflammation, cuts, burns, strains, nerve damage, and broken bones; and other mild or serious conditions up to and including death. Without limiting the foregoing, additional risks could include equipment failure or malfunction, risks caused or complicated by any mental, physical, or emotional conditions any Participant may have, inability to follow directions, being separated from other participants and leaders, physical contact with other participants or other individuals, and other natural or man-made hazards.

Trips occur in remote places where rescue or medical facilities or expertise may be hours, or even days away. Communication and transportation are difficult and sometimes evacuations and medical care may be delayed. Activities may be supervised or unsupervised; in particular, Participants may spend time alone in remote areas such as on a program solo. I understand that Wilderness Kids Alexandria and/or the sponsors of Other Programs cannot and will not provide constant and total supervision and that Participants have responsibilities for their own welfare, including following directions and staying with the group. Additionally, Participants may be in urban or other areas with exposure to individuals who are not under the supervision or control of Wilderness Kids Alexandria or the sponsors of Other Programs. Among other things, participants may be transported to and/or from activities by taxi without a chaperone.

Decisions are made by the staff/volunteers, contractors, students and other participants in a wilderness setting and are based on a variety of experiences, perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a Participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions. Throughout the program, Participants are responsible for their own safety and for the safety of other members of their group. Participants understand and acknowledge that it is their responsibility to discontinue participation in any activity they believe may be unsafe.

I have read and I understand all of the information above, and I am aware that Wilderness Kids Alexandria programs and Other Programs include risks of injury or death. I understand that the descriptions of these risks above is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks described above and all other inherent risks of the activity. The Participant's participation in this activity is purely voluntary, no one is forcing Participant to participate, and Participant elects to participate in spite of and with full knowledge of the inherent risks. I acknowledge that I understand the information presented in this Agreement, that I have had the opportunity to ask any and all questions that I might have about the risks described in this Agreement. I also acknowledge that the staff of Wilderness Kids Alexandria and/or the staff of Other Programs has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this program.

Agreements of Release and Indemnity

I hereby release, hold harmless, and agree not to sue Wilderness Kids Alexandria, its officers, directors, trustees, agents, and staff, including employees, volunteers, interns, and all other persons or entities acting under their direction ("Released Parties"), with respect to any and all claims or losses of any kind, including, but not limited to, claims of loss or damage to person or property by reason of injury, disability, death, or otherwise suffered by the Participant, arising in whole or in part from my, or the minor Participant's, participation in the Wilderness Kids Alexandria program or any Other Programs. I agree further to indemnify ("indemnify" meaning to defend, and pay or reimburse, including costs and attorney's fees) Released Parties against any claim or loss of any kind brought or caused by a member of my or the minor Participant's family, a rescuer, another participant, or any other person, which claim or loss arises in whole or part from an injury or other loss suffered by me or caused by me, or suffered or caused by the minor Participant, in connection with my, or the minor Participant's, participation in the Wilderness Kids Alexandria program or any Other Program. These agreements of release and indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law.

The National Park Service and certain other public lands services may not allow for the assumption of risks other than the inherent risks or for the release of liability for claims of negligence. Therefore, for activities that occur on lands controlled by these agencies the assumption of risk in the above paragraph shall be enforced to the fullest extent allowable, and may be limited in certain circumstances.

Additional Provisions

I have verified with a physician and other medical professionals that I, or the minor Participant, have/has no past or current physical or psychological condition that might affect participation in the program, other than as described on the health form. Wilderness Kids Alexandria has the right to fully rely on this information and I hereby confirm that it is accurate. However, if Participant's physical, medical or psychological condition changes during the course of an activity, the Participant will immediately alert staff. I authorize Wilderness Kids Alexandria and/or the sponsor of an Other Program to obtain or provide evacuation transportation, emergency hospitalization, surgical or other medical care for the Participant, including routine tests and treatment. I understand that situations may arise in which third-party medical care is not available and which require staff to provide first aid and possibly more advanced procedures, occasionally employing Wilderness First Responder or Wilderness First Aid training, as



they deem necessary. I specifically hereby authorize any third-party medical care provider to exchange pertinent medical information about the Participant with Wilderness Kids Alexandria, the sponsor of an Other Program, and/or other medical personnel as necessary, and I authorize Wilderness Kids Alexandria personnel to share any pertinent medical information about Participant with any such medical care provider. I confirm that I have adequate medical/dental insurance to cover Participant's medical/dental expenses without recourse to Wilderness Kids Alexandria or any other person or entity, and I further acknowledge that any medical/dental expenses not covered by my insurance shall be paid by me.

I agree, on behalf of myself and the minor Participant, to accept and abide by Wilderness Kids Alexandria honor code and rules and that violating these rules and regulations could place the Participant and others in danger of injury or death. I understand that Wilderness Kids Alexandria has the right to dismiss any participant that disrupts the group or violates safety rules, or may otherwise be a risk to themselves or the group. I agree to be responsible for any damage that I, or the minor Participant, may cause, including to facilities, gear, property, or other participants. Wilderness Kids Alexandria is not responsible for loss, theft or damage to a participant's personal belongings stored at Wilderness Kids Alexandria facilities or the facilities of any Other Program. I understand and agree that Wilderness Kids Alexandria may search my, or the minor Participant's, belongings at any time in search of prohibited or other items.

I agree that this Agreement and all other aspects of my, or the minor Participant's, relationship with Wilderness Kids Alexandria, contractual or otherwise, are governed by the laws of Virginia, disregarding "conflict of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of or relating to the Participant's enrollment or participation in this Wilderness Kids Alexandria program or any Other Program or any other dispute with Wilderness Kids Alexandria must be brought in or removed to the courts of Virginia. I hereby irrevocably and unconditionally waive, and agree not to plead or claim, any objection to the laying of venue of any action, suit or proceeding arising out of this letter agreement in such courts or that any such action, suit or proceeding brought in any such courts has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THAT OTHERWISE RELATES TO THIS AGREEMENT

I, the Participant, and my parent(s) or guardian if I am a minor, have carefully read, understood and accepted the terms and conditions stated herein and acknowledge that this Agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and all members of my family.

Participant Printed Name _____

Participant Signature: _____

Date _____

If participant is a minor:

Parent / Guardian Signature: _____

Date _____

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving and the exact methods of spread and contraction are unknown, but the virus is believed to spread mostly from person-to-person contact via respiratory droplets among close contacts. Close contact can occur from being within approximately 6 feet of someone with COVID-19 for a prolonged period of time or by having direct contact with infectious secretions with someone with COVID-19. COVID-19 can also be spread by contact with contaminated surfaces and objects, and even possibly in the air. Carriers of COVID-19 may not show symptoms but may still be highly contagious. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. There is presently no known treatment, cure, or full-proof vaccine for COVID-19.

Wilderness Kids Alexandria has put in place preventative measures to reduce the spread of COVID-19 during participation in its activities and services; however, it is not possible to prevent against the presence of the disease. Wilderness Kids Alexandria, therefore, cannot guarantee that it can prevent Participants from becoming exposed to, contracting, or spreading COVID-19 while participating in Wilderness Kids Alexandria activities, programs, and/or services.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 by deciding to participate in Wilderness Kids Alexandria activities, programs and/or services, or by allowing my child or ward to participate. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child/ward (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind), that I may experience or incur as a result of participating in Wilderness Kids Alexandria activities, programs and/or services.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Wilderness Kids Alexandria and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my or my child/ward's participation in Wilderness Kids Alexandria activities, programs and/or services. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

Choice of Law: I understand and agree that the law of Virginia will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Participant Printed Name _____

Participant Signature: _____

Date _____

If participant is a minor:

Parent / Guardian Signature: _____

Date _____

Consent to Disclosure of Personal Information

I, the student or other participant participating in, or volunteer in connection with, the activities described below (in either case, the "Participant"), or the parent or legal guardian of a minor Participant, understand and acknowledge that Wilderness Kids Alexandria, its directors, employees, officers, volunteers, agents, trustees, contractors and all other persons or entities associated with it (collectively referred to as "Wilderness Kids Alexandria") may wish to disclose personal information about Participants, including their name, image, voice, and/or personal story collected during or in connection with participation in Wilderness Kids Alexandria activities for purposes of grant proposals and other financial support, promotional materials, community awareness, and other reasons, to third parties, including but not limited to social media platforms (e.g., [Instagram, Facebook, Twitter, etc.]). I understand that I am under no obligation to consent to the disclosure of my/my child or ward's personal information. I further understand that I can withdraw my consent at any time by notifying Wilderness Kids Alexandria's Executive Director in writing.

Having been fully informed and considered the above, I authorize Wilderness Kids Alexandria to have my, or the minor Participant's, image, voice, name, and/or story collected during or in connection with participation in any activity with Wilderness Kids Alexandria or otherwise provided to Wilderness Kids Alexandria, and use such image, voice, name and/or story in any format, including video, print or electronic as Wilderness Kids Alexandria may deem appropriate to carry out its mission, including on the website and social media sites.

Participant Printed Name _____

Participant Signature: _____

Date _____

If participant is a minor:

Parent / Guardian Signature: _____

Date _____