



NORTH CASCADES INSTITUTE

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School Programs: PARTICIPANT INFORMATION AND RELEASE

Every Program Participant must submit this form prior to participating in a NCI School program. Please take a few moments to complete this form and sign the release on page 2.

Participant is a: Student \_\_\_ Teacher \_\_\_ Chaperone \_\_\_ Aide \_\_\_ Admin \_\_\_ Day visitor \_\_\_ Program Date(s) \_\_\_\_\_

School \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Form with sections: Participant name (Last, first, middle initial, Birth date, Gender), Mailing Address (City, State, Zip, County), Home phone, Cell phone, Work phone, E-mail address, EMERGENCY CONTACTS (Name of contact, Relationship to participant, Work phone, Home phone, Cell phone, E-mail Address), HEALTH INFORMATION (The information you provide will be critical to emergency medical responders...), Dietary restrictions.

# ASSUMPTION OF RISK AND AGREEMENTS OF RELEASE AND INDEMNITY

I understand that I (or my child) will be participating in activities provided by North Cascades Institute, a Washington nonprofit corporation, and its directors, employees, volunteers, agents, associates and independent contractors ("NCI"). The activity in which I (or my child) will be participating has been described to me and NCI staff have been available to answer my questions.

**I acknowledge NCI's activities involve known and inherent risks, as well as unknown/unanticipated risks.** Inherent risks may include those ordinarily associated with moderate to vigorous physical activity in high-altitude or wilderness terrain. Activities can occur in remote places where communication may be difficult and medical care significantly delayed. Travel may be by canoe, kayak, motorboat, automobile, van, bus or on foot, over rugged unpredictable off-trail terrain including boulder fields, downed timber, rivers, rapids, river crossings, mountain passes, snow and ice, steep slopes, slippery rocks, steep crevassed glaciers, ocean tides and currents, waves and reefs. Activities may include hiking, backpacking, mountaineering, canoeing, kayaking, cooking with stoves and working with sharp tools. I understand that travel and outdoor activities will be subject to unpredictable forces of nature (may cause a delay in departure) including extreme weather, falling rock, avalanches, lightning, wildfires and earthquakes, insects, snakes, and wild animals, including predators whose behavior cannot be predicted, all of which may cause serious harm. Participants may be exposed to infectious disease, contagious viruses, polluted or contaminated water; equipment may fail or malfunction despite reasonable maintenance and use; errors of judgment or negligence may occur, by instructors, co-participants or myself. The preceding risks, hazards and dangers may result in a variety of illnesses and injuries including, but not limited to, hypothermia, frostbite, high-altitude illnesses, heat stroke, heat exhaustion, dehydration and suffering sprains, fractures, traumatic brain injuries, cold water immersion, drowning and other trauma including sickness, infection, mental distress, disability, illness, or even death.

**I expressly agree and promise to accept and assume all of the risks existing in the NCI activity for which I am (or my child is) participating, including, but not limited to, those listed above.** Participation in this activity is purely voluntary, and participation is elected in spite of the risks. I also hereby voluntarily waive any right to recovery, release, forever discharge and agree to indemnify and hold harmless NCI, its directors, trustees, staff, employees, volunteers, agents, associates and independent contractors ("Released Parties") from any and all claims, including claims for bodily injury, illness, and death, demands or causes of action that are in any way connected with my (or my child's) participation in this activity or the use of NCI's equipment or facilities, including all such claims that allege negligent acts or omissions of NCI to the fullest extent permitted by law. **I hereby agree to indemnify NCI and all Released Parties from any claim made by me or my heirs or survivors on account of any injury or loss that I (or my child) may suffer arising in any way out of the activity. I further indemnify NCI and all Released Parties from any claim that might be brought by a co-participant arising in any way from my (or my child's) conduct or as a result of my (or my child's) participation.**

The following provisions apply to all NCI activities, wherever they occur:

- ***I am (or my child is) in general good health and without any medical or physical condition that could interfere with participation in the NCI activity or interfere with my (or my child's) health or safety or the safety of any other participant.*** I certify that I have insurance to cover any injury or damage I (or my child) may cause or suffer while participating, or else I agree to bear the costs of such injury or damage, including the cost of any evacuation and medical care. I consent to NCI providing confidential health care information to staff and/or emergency medical personnel with a reasonable need to know such information for purposes of accommodating or rendering aid to me (or my child).
- I authorize and consent to NCI, National Park Service (NPS), Forest Service (FS), or their agents, taking photographs, video, and audio of my (or my child's) participation in its programs, and to the unrestricted use and publication of my (or my child's) name and such photos, videos, or audio to promote the activities of NCI, NPS or FS. The same usage permission applies to any photos, video, or audio provided to NCI by myself or my child.
- I agree that in the event I should have any claim against NCI or any Released Party such claim or suit shall be brought in the Superior Court of State of Washington, for Skagit County, and that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in the aforesaid Superior Court.
- I agree that in the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

**By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document and have it independently reviewed. I acknowledge that this document is a contract and not a mere recital and shall remain in effect for all programs sponsored by NCI in which I participate. I have read and understood it, and I agree to be bound by its terms. Any form of signature shall be treated as an original, including all electronic or digital, faxed or scanned images, or other forms of signatures authorized by law.**

Participant signature \_\_\_\_\_ Print name \_\_\_\_\_  
Participant age \_\_\_\_ or \_\_\_\_ (check if 18 years or over as of start date of activity) Date \_\_\_\_\_  
Legal guardian on behalf of minor participant (under 18) \_\_\_\_\_ Print name \_\_\_\_\_

North Cascades Institute admits students and participants of any race, color, national and ethnic origin, religion, sex, sexual orientation, gender identity, military or marital status, age, sensory, physical or mental disability or any other legally-protected status to all the rights, privileges, programs, and activities generally accorded or made available to students and participants at the Institute. The Institute does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, military or marital status, age, sensory, physical or mental disability, genetic information or any other basis prohibited by law in administration of its educational policies, admissions policies, scholarship and loan programs, and other administered programs.