The Mountaineers 2014-2015 ACKNOWLEDGEMENT OF RISKS AND WAIVER AND RELEASE OF LIABILITY Youth Program Participants

PLEASE READ CAREFULLY THIS ACKNOWLEDGMENT OF RISKS, WAIVER AND RELEASE OF LIABILITY AND SIGN BELOW ON THE SECOND PAGE. THIS IS A TWO PAGE LEGAL DOCUMENT AND YOU MUST READ BOTH PAGES AND AGREE TO THE INFORMATION PROVIDED ON BOTH PAGES. The Mountaineers takes pride in our efforts to provide a safe and supervised program, but summer camp by nature is not without risk. We do not want to diminish your enthusiasm for the experience; we want all participants to know in advance what to expect and what some of the potential risks are by participating in the camp program. The following describes some but not all of the risks.

- Slips and falls during activities at the Program Center and in the mountains can occur as a result of uneven ground, backpacking and hiking on slopes and paths with bumps, sharp sticks and exposed roots.
- While out of doors, participants may also be exposed to a variety of natural life including, but not limited to, marine life such as crabs, sea urchins, and jelly fish, plant life such as stinging nettles, flying insects such as yellow jackets, wasps and mosquitoes, other animals such as snakes, raccoons, goats and deer.
- While out of doors, participants may be exposed to hazardous conditions including but not limited to extreme heat, extreme cold, rain, snow, falling rock, exposed ledges, and steep slopes.
- Water activities may include swimming and kayaking. All water activities have the danger of bodily harm, hypothermia and drowning.
- Participants may be responsible for helping with food preparation, and may be around outdoor cooking stoves, flammable materials, sharp knives and open fire.

Potential consequences of the activities include, but are not limited to broken bones, muscle tears, sprains, joint problems, or other orthopedic injuries, disabling head or spinal injuries, eye injuries, heart attacks, strokes, and other cardiovascular problems, heat exhaustion or heat stroke, allergic reactions, cuts, infections, burns, dehydration, mental anguish, hypothermia, drowning or other means of death.

Risks may include equipment malfunction or loss of control, collision of obstacles, variation of terrain, or unexpected actions by animals or other people. I understand that participants may act in a negligent manner that can contribute to injury to themselves or others, such as failing to maintain control, not acting within his or her abilities or not following the rules.

I acknowledge that The Mountaineers or its representatives are not responsible in any way for personal clothing, items or equipment that may be lost, stolen or damaged as a result of my participation in camp activities.

We, youth participant and parent/guardian, understand that it is the responsibility of each participant to participate in the whole program including activities of work, play, values and working together. We understand and support policies prohibiting participants from possessing or using tobacco products, alcoholic beverages, non prescription drugs, fireworks, knives and weapons of any kind. We recognize that participants must follow safety instructions, remain in areas designated by leaders, and refrain from behavior that is harmful to themselves or others. Failure to adhere to Mountaineers policies will be cause for participant's dismissal from the program without refund of fees. We acknowledge that we will be responsible for pick-up and transportation of our participant if dismissed early from the program.

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Youth Program Participants

IN CONSIDERATION FOR MY CHILD BEING PERMITTED TO PARTICIPATE IN MOUNTAINEERS ACTIVITIES, I HAVE READ OR HAVE HAD READ TO ME THE RISKS OF ACTIVITIES WITH THE MOUNTAINEERS. I VOLUNTARILY ACCEPT THE RISKS INVOLVED. I AM AWARE THAT MY CHILD WILL HAVE THE OPPORTUNITY TO PARTICIPATE IN, AND I APPROVE OF HIS/HER PARTICIPATION IN, MOUNTAINEERS ACTIVITIES INVOLVING A DEGREE OF RISK. I AGREE TO RELEASE ANY CLAIMS THAT I MIGHT HAVE AS AN ADULT FOR ANY LOSS, INJURY OR DAMAGE RELATED TO MY CHILD'S PARTICIPATION, INCLUDING CLAIMS BASED ON NEGLIGENCE.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO PROVIDE FOR MY CHILD'S ACCIDENT AND HEALTH COVERAGE WHILE PARTICIPATING IN ANY MOUNTAINEERS ACTIVITY. THE MOUNTAINEERS DOES NOT PROVIDE ANY ACCIDENT OR HEALTH COVERAGE FOR ITS PARTICIPANTS.

I give permission for The Mountaineers to use, without limitation or obligation, photographs or other media that may identify or include the image or voice or me or my child to promote or interpret Mountaineers programs for any business purpose, including media coverage. I waive all claims for any compensation for such use.

I understand that should a person arrive to pick up the child and appears to be under the influence of drugs or alcohol that the child will not be released until another person who is not under the influence of drugs or alcohol arrives to pick up the child. If no person is located, staff may have no recourse but to contact the police.

I HAVE READ OR HAVE HAD READ TO ME, AND I UNDERSTAND AND AGREE TO THE ABOVE STATEMENTS AND THE STATE-MENTS ON PAGE 1 OF THIS TWO-PAGE DOCUMENT. I UNDERSTAND THAT THIS FORM MAY NOT BE ALTERED AND THAT MY CHILD MAY NOT PARTICIPATE WITHOUT THIS FORM SIGNED. I ACKNOWLEDGE THAT I HAVE SIGNED THIS OF MY OWN FREE WILL, THAT THIS DOCUMENT MAY AFFECT MY LEGAL RIGHTS, AND THAT MY CHILD'S PARTICIPATION IN MOUNTAINEERS ACTIVITIES IS PURELY VOLUNTARY.

| Youth Participant Printed Name | Date |
|--------------------------------|------|
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| | |
| Parent/Guardian printed name | Date |
| Parent/Guardian Signature | Date |