

Wilderness Medicine Field Course

RELEASE AND ASSUMPTION OF RISK AGREEMENT courses held in 2011

NOTICE OF RISK I understand and agree that participating in the Wilderness Medicine Field Course in its various forms, or a portion taught at another site including a climbing course and Wilderness related activities including the use of the kayaks and/or canoes, ropes, climbing, mountain climbing, hiking, running, river swimming, whitewater activities, diving, jumping, and other planned activities are inherently dangerous and contain inherent risks that could result in catastrophic injury or death. These risks include, but are not limited to variations in terrain and other man-made terrain features, rocks, trees and other forms of forest growth and debris (including above and below the water surface), water crossings, paddling on a lake, swimming in whitewater and component parts and other forms of natural and man-made obstacles on and off designated trails, as well as collisions with other trail users, motor vehicles, spectators and varying trail conditions due to weather changes and recreational usage. I further agree that participation in the Wilderness Medicine Field Course event is potentially dangerous and contains additional inherent risks other than those listed above. These inherent risks present an additional risk of permanent catastrophic injury or death.

ASSUMPTION OF RISK

Understanding the inherent risk, I agree on behalf of myself and/or my minor child to voluntarily and expressly assume the risk involve.

RELEASE OF LIABILITY

I the undersigned, in consideration of being notified of the said course and this event and any preparatory training therefore, **DO HEREBY AGREE NOT TO SUE AND TO RELEASE, Ellen Smith and instructors participating in course or planning, Montgomery County Department of Fire Rescue and its employees, Maryland Department of Natural Resources Participants and any of the related Public Parks and Public Park Lands including VA and PA, FROM ANY AND ALL LIABILITY, RELATED TO ANY CLAIM, ACTION OR DAMAGE WITHOUT ANY LIMITATION WHATSOEVER,** whether consisting of personal injury, property damage, or death, that may or does result in any way from my participation in these sport training sessions/events, regardless of any negligence on the part of the same.

AGREEMENT TO INDEMNIFY

I FURTHER AGREE TO INDEMNIFY AND DEFEND ALL OF THE ABOVE NAMED FROM ANY LIABILITY which results from my or my minor child's participation in these sport training sessions/events. I specifically agree that before any given training session/event takes place, I will if I so desire, inspect all areas involved in the training session/event, fully realizing, accepting, and understanding that training sessions and related events in general and of this type in particular are inherently risky and dangerous, as are preparations, practice, or training for such events.

As a participant or parent/guardian, **I COMPLETELY UNDERSTAND THAT THIS PARAGRAPH CONSTITUTES A COVENANT AND A PROMISE ON MY PART, NOT TO SUE AND TO FULLY DISCHARGE ALL OF THE ABOVE-NAMED PARTIES FROM ANY AND ALL LIABILITY OF ANY KIND FOR ANY INJURIES, LOSS, DAMAGE, OR DEATH WHICH MAY RESULT FROM MY OR MY MINOR CHILD'S PARTICIPATION IN THESE TRAINING SESSIONS/EVENTS.**

This release is binding, not only upon myself, but upon my heirs, administrators, executors, and assigns, and I herewith again reaffirm my free and willing intent to execute it, acknowledging a complete understanding of its terms and conditions and the totality of its effect.

AS A PARENT, OR GUARDIAN, I AGREE THAT THE SIGNATURE OF ONE (1) PARENT, OR GUARDIANS, BINDS BOTH PARENTS, AND GUARDIANS, IN REFERENCE TO THIS AGREEMENT. I agree that all disputes arising under this contract shall be litigated exclusively in the Circuit Court for Montgomery County or in the United States District Court for the District of Maryland. This agreement is governed by applicable law of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Print Name

Participant's Signature

Date

Print Name

Signature of Parent or Guardian (if under 18)

Date