



NAZ OUTDOOR ADVENTURE

Naz Outdoor Adventure Participant Agreement, Release, Assumption of Risk, and Hold Harmless Agreement

In consideration of the services of Naz Outdoor Adventure (NOA), a ministry of *Sutter Creek Church of the Nazarene*, its agents, employees, independent contractors, volunteers, sponsors, equipment providers, insurance carriers, property owners, sanctioning organizations, directors, board members, officers, and all others acting in any capacity on their behalf NOA (the "Organizers") concerning all NOA events ("Events" or the "Activities") which may occur in present or future participation, I hereby agree to release, discharge, indemnify and hold harmless the organizers on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows: I am aware that participation in the Events involves many risks, dangers and hazards including, but not limited to: minor: scrapes or bruises; serious: broken bones or concussion; or catastrophic: death or paralysis; travel on extreme terrain, particularly high, exposed ridge tops, steep pitches, or where the trail or route is less defined and therefore rough or unstable; travel in areas where fallen timber, shrubbery, branches, rocks, roots or other obstacles or hazards may impede or hinder travel; travel across or beside creeks, streams rivers, ponds and lakes; encounters with domestic and wild animals, sudden and unexpected changes or variations in the hiking terrain; collisions with motor vehicles and natural or man-made objects; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, dehydration, exertion, high altitude, and lack of fitness. Participants may become lost or separated from their guide or party. Communication in backcountry terrain is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Weather conditions may be extreme and can change rapidly and without warning. In addition, water activities include, but are not limited to: boat capsizing; tidal conditions and currents; collision with objects and other watercraft; prolonged exposure to cold water, prolonged sun exposure, hypothermia, mental anguish or trauma; illness in remote areas, strong wind, cold, storms, large waves, eddies, and lightning; aggressive or poisonous marine life; wrist, arm, shoulder or back injuries; slips and falls while walking to/and from the water, powerful waves, shore break, waves breaking on the sand or in shallow water, high surf, strong currents, rip currents, changing tides, sharp coral, slippery rocks, debris, rocks or other objects, sharks, fish, jelly fish, and other marine life, water equipment, and other people. Injuries resulting from or relating to the use of recreational equipment and/or participation in water activities include but are not limited to bruises, cuts, contusions, abrasions, burns, bites, stings, strains, fractures, concussions, spinal injuries, paralysis, water inhalation, drowning and/or death from other causes. Risks for land activities include but are not limited to mechanical failure of the equipment used, collision with natural or man-made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the terrain; collision or encounters with cyclists, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the bicycling or hiking surface or sub-surface; streams, creeks and holes in the surface(s); cliffs; crevasses; road-banks or cut banks; variation or steepness of terrain; difficulty or inability to control one's speed or direction; loss of balance; rapid or

uncontrolled acceleration on hills and inclines; becoming lost or separated from the guides or instructors or other participants; failure to participate safely or within one's own ability or within designated areas; negligence of other participants. I am also aware that the risks, dangers and hazards referred to above exist through the area in all phases of the activity, and that may be unmarked. When horses are involved, I acknowledge that riding and being around horses is very dangerous and has both known and unknowable risks that could result in severe physical and emotional injury, paralysis, death or damage to property. These risks include, but are not limited to: death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Risks for activities that include firearms or archery equipment included, but are not limited to: exploding or malfunctioning weapons and ammunition, direct fire, misfire, or ricochet of a bullet either from my firearm or from that of another person. Recreation Activities are very dangerous that include both known and unknowable risks that could result in severe physical and emotional injury, paralysis, and other serious injury, including death. I also acknowledge that damage to my property is a risk and I release The Organizers from all responsibility for that damage. I understand that The Organizer has no duty to undertake first-aid, or rescue operations. I further understand that The Organizers make no warranty as to the design, maintenance, manufacture, condition, or fitness of any of the equipment we loan out, including, but not limited to: bicycles, kayaks, paddle boards, safety gear, dirt bikes, ski boats, and first-aid supplies. I understand that these are dangerous activities where I could suffer serious bodily or psychological injury or death, or cause injury or death to another person or damage to property.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH WILDERNESS AND RECREATIONAL ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I understand that such risks are inherent to Recreational Activities, and cannot be eliminating the essential qualities of the activity. **I further acknowledge the risk that Organizers may commit negligent acts or omissions during the Events.**

1. My participation in the Events is voluntary, and I agree to accept and assume all of the risks, known and unknown, of participation in the Events. I understand that such risks are inherent to these activities, and cannot be eliminated without eliminating the essential qualities of the activity. **I agree to accept and assume the risk that Organizers may commit negligent acts or omissions, including the risk that injuries I may suffer may be made worse by negligent rescue operations or emergency treatment.**
2. **I will NOT participate in an activity if:**
 - a) I am or will be under the influence of alcohol, drugs, or any medication that will impair my judgement or compromise the safety of myself or others.
 - b) I have pre-existing conditions or physical limitations that make it unsafe for

me to participate.

c) I have any legal reasons for not being able to participate in the Events (i.e. restrictions from being around an individual, youth or firearms)

3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Organizers** from any and all claims, demands, or causes of action, which in any way arise from or are related to my participation in the Events, including claims made by participant, parent, or others arising out of an injury to me; claims of co-participants, rescuers and others arising from the conduct of myself, my child, or my animal during participation; **and all claims alleging negligence on the part of the Organizers. If I decide to leave the activity before its completion, I assume all risks inherent in my decision to leave and waive liability against the Releasees arising from that decision.**
4. **ACKNOWLEDGEMENT - SAFETY:** I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at anytime, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in any activities. I acknowledge that it is my responsibility to be aware of and utilize any safety gear and protocol generally recommend for the actives I participated in. I am responsible for understanding the proper use of any equipment I use. I agree to follow all safety rules and instructions (e.g. agrees to wear required safety equipment; to follow safety rules of the activity, management and instructor; to inform management or instructor of conduct or a condition that might endanger self or others, etc.) I acknowledge that the Organizer may not have electronic or medical equipment available at the Events. I acknowledge the Organizers are not trained outdoor guides or medial professionals. Providing false or misleading information or failure to adhere to the Organizers safety guidelines or instruction shall be grounds for denial, suspension, and/or expulsion from the Event and future Events at the sole discretion of the Organizer without advance notice or refund.
5. I understand it is my responsibility to carry full insurance coverage on my personal property and medical coverage for myself. I agree to be held responsible for any damage caused by me, my equipment, or my animal(s) and reimburse any medical or evacuation costs the Organizer may occur in regards to my treatment.
6. I understand that the Organizer has no duty to undertake first-aid or rescue operations. I acknowledge that in the case they undertake first-aid or rescue operations, I authorize the Organizer to make provisions for emergency medical care (e.g. first aid, CPR, and AEDs; authorizes emergency transport; authorizes sharing medical information with medical personnel.) I will assume all costs involved and **release the Organizer or all negligence in and responsibility of medical treatment.** I acknowledge I am responsible to disclose any medical information necessary for my care and will not hold the Organizer responsible when complications arise from these conditions whether known or unknown.

7. Should the Organizers be required to incur attorney's fees, legal costs, court costs, investigative costs, and other costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
8. In the event that I file a lawsuit against the Organizers, I agree to do so solely in the Superior Court for the State of California, County of Amador. I further agree that California substantive law shall apply in that action without regard to the conflict of law rules of California or any other state. I agree that the prevailing party in any such action shall be entitled to recover its attorney's fees and costs. I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full legal force and effect.
9. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior oral or written negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed and signed by all parties.
10. By signing this document, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against the Organizers, **including claims that the Organizers have committed negligent acts or omissions.**
11. I understand that the Organizers and/or their affiliates may take photographs, video, film, and other images of me (or my child) while I (we) are at the Events. I waive the right to privacy, publicity, compensation, copyright, or other rights to those images and I consent to the Organizers using those images for any purposes.

I have had sufficient opportunity to read this entire document. I have read and understood it. I am signing freely and voluntarily without any inducement, assurance, or guarantee being made. I agree to be bound by its terms. I understand that it is intended to be enforced to the fullest extent of the law, and that it is binding upon the participant and his or her heirs, executors, etc. I understand that this agreement has no expiration date and is effective at all times.

Printed Name: _____

Signature: _____ Date: _____

Participant's Information

Participant's Full Name: _____

Phone Number: _____

Address: _____

City: _____ ST: _____ Zip: _____

Email Address: _____

Emergency Contact: _____

Emergency Contact's Number: _____

I certify that I am 18 years of age or older

(If you are under the age of 18, you must have a parental consent and medical release form in addition to this form)

Medical Concerns: _____

NOA Policies:

(Check boxes if you agree)

- I understand that pets are NOT permitted on NOA events unless noted in event description and I agree to follow this policy
- I understand that alcohol/drug use is NOT permitted on NOA events and I agree to follow this policy.
- I understand that each person participates at their own risk and should have their own health insurance. NOA does not cover any injuries in any of their events.