

rites of passage council, inc.
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
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In consideration of the services of Rites of Passage Council, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as ("ROPC")), I hereby agree to release, indemnify, and discharge ROPC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping and backpacking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include but are not limited too slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hypothermia (heat related illnesses), heat exhaustion, sunburn, dehydration, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents, burns or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Furthermore, ROPC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ROPC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ROPC's equipment or facilities,

4. Should ROPC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ROPC, I agree to do so solely in the state of North Carolina and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in effect.

7. (Specific to the Training) I understand that receiving a spot in a program that has limited enrollment means that my attendance at each of the six sessions is very important to the integrity of the community that I am a value part of. I also understand the expense budget for this program is fixed and my commitment includes my financial commitment for the entire program (all six sessions) and is not based on my attendance. I understand that if I am working toward certification, I will need to complete all six sessions. Rites of Passage Council understands that unforeseen challenges can arise and in light of this, I am allowed to miss one session. I also understand that this will impact my NOT being able to complete my certification requirements within the training cycle. I also understand that I will not be able to make up that missed session until the next year in the following training cycle with another group. I understand that my attendance at the make up session will be at NO additional charge to me as my financial commitment is connected to the year that I originally enroll in. I understand that I have only one year to make up the missed session. I understand that if I choose to miss more then one session that I am voluntarily withdrawing from the program and remain responsible for the full tuition cost.

8. (Specific to Vision Quest & Programs Other then the Training): I understand that all deposits are non refundable. I also understand after the programs late registration deadlines all tuition is also non refundable.

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8. I understand and agree that should I decide to withdraw from this program, I remain financially responsible for the full cost of the program. I understand that if Rites of Passage Council Staff judge my behavior to be unsafe towards myself or others I could be asked to discontinue the training. If this happens I understand that I will receive a prorated refund minus my initial \$500 non-refundable deposit and any banking transactions fees associated with money transfers if incurred.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ROPC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____

Name of Program: _____