

SAND CREEK ADVENTURES,LLC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Sand Creek Adventures,LLC, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "SCA"), I hereby agree to release, indemnify, and discharge SCA, on behalf of myself, my children, my heirs, assigns, personal representative and estate as follows: I acknowledge that outdoor adventure based activity which may include, but is not limited to: low and high ropes courses, zip lines, hiking, camping, rappelling and rock climbing 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, among other things: Slipping , falling, falling objects, other people, rope abrasion and entanglement, injuries resulting from climbing and rappelling, belaying, lowering on a rope, rescue systems, ropes course, exhaustion, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, equipment failure including ropes, slings, pulleys, harnesses, hardware, belay devices, anchor points and other gear used in activity, improper lifting or carrying.

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. Participant may not participate in the program if he or she has any medical (mental or physical) condition which may induce risk to himself or herself or to other participants or staff. By signing below, the Participant or responsible parent/guardian acknowledges there are no known health issues, medical concerns or conditions unstated. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCA 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 SCA equipment or facilities, including, but not limited to any such claims which allege negligent acts or omissions of SCA. In the event that I file a lawsuit against SCA, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of Minnesota 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 document shall remain in full force and effect.

Should SCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, and if SCA is the prevailing party, I agree to indemnify and hold them harmless for all such fees and costs. 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. By signing this document, I acknowledge that I am waiving my rights to any and all claims arising out of my participation in SCA activities which may be against SCA and its parties. I provide consent and release to SCA to use photographs and videos of the participant for any purpose without compensation. All such images remain the property of SCA.

I have had sufficient opportunity to read and understand this entire document and I agree to be bound by the terms outlined herein.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____ Email _____

Emergency Contact Name: _____ Cell _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST be completed for participants under the age of 18) , In consideration of _____ (print minor's name) ("Minor") being permitted by SCA to participate in its activities and to use its equipment and facilities, **I further agree to voluntarily release, forever discharge, and agree to indemnify and hold harmless SCA 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 SCA equipment or facilities, including, but not limited to any such claims which allege negligent acts or omissions of SCA. I agree to indemnify and hold harmless SCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.**

Parental/Guardian Signature:

Print Name:

Date:

ROCA, CLIMBING AND FITNESS INCORPORATED RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

ADULT:

CHILD UNDER THE AGE OF 18:

Print Name (First, Middle Initial, Last)

Print Name (First, Middle Initial, Last)

As an Adult signing for a Minor, I attest that I am Authorized to do so by the Parent or Legal Guardian of said Minor.

WARNING: THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF ROCA, CLIMBING AND FITNESS INCORPORATED'S ("ROCA") FACILITIES, ROCK CLIMBING WALLS OR EQUIPMENT ("FACILITIES"), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES ("ACTIVITIES"), INCLUDING TRANSPORTATION PROVIDED BY ROCA. YOU ARE RELEASING ROCA'S LANDLORD, AS WELL AS ALL DESIGNERS, MANUFACTURERS AND INSTALLERS OF THE FACILITIES AND ANY PERSONS USING ROCA'S FACILITIES. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS. I, the undersigned, acknowledge and agree the use of Roca's Facilities and Activities sponsored by Roca have **INHERENT RISKS**, including, but not limited to, the following:

1. Injuries or death resulting from the failure or negligent misuse of Roca's Facilities.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Roca's Facilities.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the negligence or lack of adequate training of Roca's volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Roca's facilities, and also including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure, and misuse of equipment (**including, importantly, failure to properly clip into and operate the auto belays**) and facilities.
6. Injuries resulting from the negligence of Roca's owners, operators, employees, or volunteer assistants, the negligence of other climbers, visitors, or persons present at Roca, the negligence of the designers, manufacturers or installers of the Facilities, and/ or the negligence of Roca's landlord.
7. Injuries resulting from Activities not directly related to climbing, but related to other services offered by Roca in its facility.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Roca's Facilities and other Activities offered by Roca. I VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I am SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

Initial _____ (If participant is under 18, Parent/ Authorized Adult /Legal Guardian must initial.)

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS

In consideration of my observing or using Roca’s Facilities, and/or in consideration of my participating in Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE ROCA AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Roca, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Roca’s Facilities for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Roca’s Facilities and Roca’s landlord.

You represent you are over the age of 18. You hereby grant to Roca the right to use any photographs or videos taken at the Facility or during any Activity for promotional purposes. Such images may be used in Roca’s brochures, posters, website, Facebook page or other promotional materials without liability or payment.

You further represent that you are not aware of, nor have you been advised of, any medical, physical or other conditions that would prevent you from participating in the Activities, including rock climbing, bouldering and belaying. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering, climbing, or other Roca Activities.

All parents bringing children to Roca’s Facilities hereby acknowledge and agree they have been advised by Roca’s staff of Roca’s supervision rules, and they have reviewed the supervision rules posted by Roca within the Facilities, and agree to abide by and follow the supervision rules.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable. This Agreement shall be governed by the laws of the State of Minnesota.

Initial _____ (If participant is under 18, Parent/Authorized Adult/ Legal Guardian must initial.)

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND ITS TERMS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THIS AGREEMENT. I AGREE TO ALL TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED). THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL CANCELED OR MODIFIED BY A WRITING SIGNED BY ROCA.

Date: _____ Participant Signature: _____
(If Participant is under the age of 18, Parent/ Authorized Adult or Legal Guardian must sign.)

Participant’s Address: _____
Street City State Zip

Participant’s Phone Number: _____

Participant’s Date of Birth: _____ Email: _____

Emergency Contact: _____
Name Phone Number



Camper Information

Camper Name: _____ Birth Date: _____

Grade Entering Fall 2019: _____ School: _____

Address: _____

Guardians/emergency contacts (those listed are authorized to pick up your child from camp)

Parent #1/Guardian	Parent #2/Emergency Contact	Emergency Contact
Name:	Name:	Name:
Relationship:	Relationship:	Relationship:
Phone:	Phone:	Phone:
Phone:	Phone:	Phone:
Email:	Email:	Email:

Additional Release/Pick-up List

My camper may also be released to the following:

Name:	Name:	Name:
Relationship:	Relationship:	Relationship:
Phone:	Phone:	Phone:

Self-release (campers age 10 and up only): I give my camper permission to leave the Interpretive Center without a parent/guardian to find their own transportation (including being picked up outside the building by a parent/guardian, biking home, or walking home) at the completion of camp. No Yes

Health History

Does this child have any allergies to foods, insects, medicines, or plants? No Yes

If yes, please specify:

Is this child currently taking any medications that we should be aware of? No Yes

If yes, please specify:

Has this child had any recent injuries, illnesses, or other restrictions we should be aware of? No Yes

If yes, please specify:

Health History (cont.)

Does this child have any other health needs or diagnoses we should be aware of? No Yes

If yes, please specify:

Social, Mental, Emotional History

Explain "Yes" answers in the space below.

Ever been treated for attention deficit disorder (ADD) or attention deficit/hyperactivity disorder (ADHD)?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Have a phobia?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Ever have a need for an aide at school?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Used an individualized education plan (IEP) during the previous school year?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Ever been treated for emotional/behavioral difficulties?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Speak a primary language other than English?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Had a significant life event that continues to affect the camper's life? (Divorce, foster care, trauma etc.)	No <input type="checkbox"/>	Yes <input type="checkbox"/>
Additional Information (other behavior or physical, mental, emotional, and social health information, etc.)		

What have we forgotten to ask?

Please provide in the space below any additional information about the camper's health that you think important or that may affect the camper's ability to fully participate in the camp program. Attach additional information if needed.

By signing this health form I agree that: A) In the event of an emergency, I give permission for River Bend Nature Center to administer first aid and/or obtain emergency medical treatment for my child. I understand that, if necessary, my child will be transported by ambulance to the nearest hospital emergency room. I agree that any cost incurred for any transportation and/or treatment will be my responsibility. B) My child will not be permitted to leave with anyone except the person designated on the camp check-in sheet.

Parent/Guardian Signature: _____ **Date:** _____



Participant's Name: _____

Emergency Contact: _____ Relationship: _____

Phone(s): _____

In consideration of being allowed to participate in any way in River Bend Nature Center activities, I, the undersigned, acknowledge and agree that:

1. The risk of injury from the activities involved in these programs is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I understand that if I choose to drive my own vehicle or be a passenger in a non-RBNC vehicle while traveling to and/or from a River Bend Nature Center event or activity, River Bend Nature Center automobile liability insurance coverage will not apply; and
5. I understand, agree and acknowledge that some activities may be of a hazardous nature and/or include physical and/or strenuous activity. Understanding this, I state that I have no medical condition or impairment, including the use of medication that might inhibit my active participation in River Bend Nature Center's Programs.
6. I understand, agree, and acknowledge that some programs will be traveling off-site on some occasions in a 15 passenger van.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless the Board of Directors of River Bend Nature Center and its programs, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event or activity ("Releases") with respect to any and all injury, disability, death, or loss or damage to person or property, to the fullest extent permitted by law; and

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name _____

Signature _____ Date _____

Parents of Minors: I am the parent or legal guardian of the minor and I am signing this release on behalf of the minor.

Print Child's Name _____

Images of the event or program may be used by River Bend Nature Center for promotional purposes including social media. Please check if you would NOT like your child to appear in such images.