

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Peak 7 Adventures**, guides, their agents, owners, officers, principles, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Peak 7 Adventures**"), I hereby agree to release, indemnify, and discharge Peak 7 Adventures, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

### RISK MANAGEMENT POLICY

We believe young people seek adventure. Peak 7 Adventures provides opportunities for exploring new activities in a structured manner. Risk management is an essential element of the activities we offer, and we observe reasonable and standard precautions. We conduct our programs according to practices and procedures recommended by professional organizations in the field of Outdoor Education. Our risk management program includes specific criteria for staff selection, training, written policies and procedures, and supervision and review of practices. While we anticipate our professional supervision will ensure the well-being of each camper, we are also aware that it is not possible to foresee every contingency or to eliminate all risk.

### PARENT/GUARDIAN RELEASE

I understand that the Peak 7 Adventures experience, whether a single-day or multiple-day trip, may involve activities and group living arrangements and interactions that may be new to my child, and that these experiences come with certain risks and uncertainties beyond what my child may be used to dealing with at home. I am aware of these risks, and I am assuming them on behalf of my child. I realize that no environment is risk-free, and so I have instructed my child on the importance of abiding by Peak 7 Adventures rules, and my child and I both agree that he or she will obey Peak 7 Adventures rules and the rules of the group's leaders. I understand that Peak 7 Adventures activities occur in diverse terrain and weather conditions, and sometimes in remote backcountry areas. I authorize my son/daughter to participate fully in all of Peak 7 Adventures activities. These activities include, but are not limited to backpacking, hiking, biking, canoeing, kayaking, caving, rock climbing, rappelling, swimming, mountain biking, rafting and tubing. All of these are physical activities that involve risk of personal injury. I understand that Peak 7 Adventures cannot safeguard against all such injuries, and I expressly agree to assume such risk and waive, release, save and hold harmless Peak 7 Adventures, its officers, agents, employees, and any federal, state or local agencies which have jurisdiction over lands or properties upon which Peak 7 Adventures programs operate, from any claim of liability, settlement, judgment, award or cost of defense and attorneys' fees, including negligence, except gross neglect, by Peak 7 Adventures for any loss, damage, or injury incurred during the program(s) for which my son/daughter is applying. I attest that my son/daughter has been fully informed of the program activities and agrees to participate. I agree to fully disclose all physical, mental and emotional conditions that could impact the safety or success of the program. It is agreed that any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Spokane County, Washington and shall be construed in accordance with the laws of Washington. In addition, I understand and accept both the Travel Insurance information and the Terms of Agreement as stated in this waiver.

### TERMS OF AGREEMENT

Deposit: A deposit of \$100 for day programs, that includes a \$50 non-refundable processing fee, is due upon registration. The remainder of the deposit or full payment, less \$50 processing fee, is refundable until two weeks prior to event. Full payment is required with registrations received after that two week period. Final Payment: The final payment is due two weeks before event. It consists of the total program cost minus the deposit. If the deposit is by credit card, the balance will automatically be charged to your credit card or checking account on that date.

Refund Policy: Peak 7 Adventures will issue NO REFUNDS after that two week period for any reason. Pro-rated deductions or rebates for early withdrawal, late arrival, or dismissal are not available. No refund will be granted should a participant withdraw voluntarily, for whatever reason, after the start of a trip. Please recognize that our cancellation and refund policies are based on unrecoverable expenses of outfitter fees, food and equipment pre-purchases, staff training, site or equipment reservations, and other expenses incurred prior to a camper's attendance. Additionally, late season cancellations typically do not allow time for another camper to fill the vacancy. All Peak 7 Adventures program participants are covered by the Tudor Protection Plan.

Cancellation and Alteration of Programs: If a program is cancelled for any reason prior to its start, Peak 7 Adventures will refund all payments. If it becomes necessary to cancel a program once it has begun, the pro-rated portion of the payment will be refunded. Our intention is to follow the itineraries as described in our brochure. The locations and activities may be changed due to scheduling conflicts, weather or equipment considerations.

Rules and Regulations: Participants will be expected to commit to a verbal contract at the beginning of the program. This contract will include a commitment to guidelines of behavior for the safety and well being of the individual and group. These include the prohibition of all forms of tobacco, alcohol and illegal drugs, cooperation with group leaders and other members of the group, and the commitment to not become involved in cliques and mutually exclusive one-on-one relationships and excessive displays of affection. The trip leaders will handle discipline problems in the manner that they see fit, according to industry guidelines. If a participant is dismissed for the well being of the program or for failure to cooperate, parents will be called and are responsible to pick up their child immediately and at their own expense. No refund will be given.

Equipment: The parent/guardian is responsible for and agrees to reimbursement for loss of or willful destruction by the participant of any equipment belonging to Peak 7 Adventures. Peak 7 Adventures will not be responsible for any participant's possessions that are lost or stolen while he/she is on the trip.

Model Release: I authorize and agree to the reasonable and proper use by Peak 7 Adventures of any and all photographs/statements by, of or about my child. AS Revised 2/06

**I AM over 18 years old and 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.**

Date of Trip \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_ Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**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 **Peak 7 Adventures** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **Peak 7 Adventures** from any and all claims, liability, damages, causes of action, expenses or costs associated with or which are brought by me, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Name of Minor: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Spouse Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Check this box if you would **NOT** like to receive our newsletter:  **No**, I would **not** like to be added to your mailing lists