

NAME OF PARTICIPANT: _____ Program/Trip & Date: _____

CANYONLANDS FIELD INSTITUTE, INC.: ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT
Adult and Minor Participants - All Programs

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. Participants entering 5th grade or older must sign this Document. If a participant is under 18 yrs. of age (hereafter sometimes "minor" or "child"), one parent or guardian (hereafter collectively "parent/s") or both parent/s, if available, must also sign. In consideration of the services of Canyonlands Field Institute, Inc., and its officers, directors, trustees, board members, advisors, employees, agents, representatives, physician advisors, volunteers, independent contractors and all other persons or entities associated with it (individually and collectively referred to in this Document as "CFI"), I (participant and/or parent/s of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

CFI instructional, educational, recreational, and/or adventure activities (collectively referred to in this Document as "activities") include risks. These activities may take place on private, state or federal lands in Utah, Colorado or in other U.S. locations and may include, but are not limited to: hiking & backpacking; camping; canoeing, river rafting and other boating; instruction in wilderness or river first aid and rescue; service and research projects; wildlife and nature observation; homestays; interactive games and other sporting activities; use of any equipment, facilities or premises and travel in vans, buses and other vehicles to and from activities or otherwise. These activities may be day or multi-day, led by CFI staff or contractors, mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and/or occurs during participant's free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers** (collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others. The CFI Inherent & Other Risks List, listed on page 2 of this Document and incorporated by this reference (hereafter "Risks List"), describes some, but not all of those risks. I have reviewed the attached Risks List and all CFI program information and materials, and understand that I may contact CFI if I have additional questions about these activities and the associated risks. The parent/s give permission for their child to participate in all CFI activities and agree to discuss the nature of these activities and risks with their child. I have read and completed the appropriate CFI Registration Form and agree to abide by the terms of that document, Additional Information for CFI Programs, and CFI rules and other policies. Participant has no undisclosed mental, physical or emotional condition/s or limitation/s that might affect his/her ability to participate, and is fully capable of participating without causing harm to him or herself or others. I understand that CFI staff cannot assure participant's safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of a minor) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of a minor), resulting from those risks and/or from participant's negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Some federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to CFI as a matter of law, **I (adult participant or parent/s of a minor participant) agree as follows:**

- 1) to release and not to sue CFI in regard to any and all claims, liabilities, suits or expenses, including reasonable costs and attorneys' fees, (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. **I agree here to waive all claim/s I may have against CFI, and agree that neither I, nor anyone acting on my behalf, will make a claim against CFI as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) CFI in regard to any and all claim/s brought by or on behalf of me or a family member (but not my participating child), a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from CFI's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS

I (participant and/or parent/s of a minor participant) agree that the substantive laws of Utah (without regard to its "conflict of laws" rules) govern this Document, any dispute I have with CFI and all other aspects of my relationship with CFI, and agree that any mediation, suit or other proceeding must be filed or entered into only in Grand County, Utah. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I authorize CFI staff, representatives, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide care or treatment they consider necessary for me/my child's health. I agree to pay all costs associated with that care and transportation. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and/or parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and legally binding upon me, my spouse, participating child and other children, and participant's/parent's other family members, heirs, executors, representatives, subrogor and estate. **Participants entering 5th grade or older must sign below. One parent, or both parent/s, if available, must also sign below for any participating minor (those under 18 yrs. of age).**

X _____
Participant Signature (adults and minors entering 5th grade or older; otherwise parent please print name) Date PRINT name here

X _____
Parent or Guardian (signature for youth under 18 years of age) Date PRINT name here

CFI - INHERENT & OTHER RISKS LIST

The following describes some, but not all of the inherent and other risks associated with engaging in CFI activities:

Risks associated with travel. Travel may be on foot or by vehicle, raft, canoe, or other means and may be over rough and unpredictable terrain or via lakes, rivers, hiking trails, and roads in snow, rain, or other adverse weather conditions.

Risks connected with geographic location. Although CFI has developed evacuation plans for its trip locations, and CFI staff have first aid and CPR training and certification, activities may take place in remote places several hours from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. **Importantly, to preserve backcountry integrity and because of inconsistent reliability in the rugged canyon terrain, cell phones and radios are not used or taken on CFI activities.**

The risk that equipment used in an activity may be misused or may break, fail or malfunction. This includes participant's personal equipment, CFI equipment or any other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with parent/s of minors, for choosing appropriate equipment and for the fit and condition of their equipment. CFI may require use of helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail, and on land or water. Participant's travel may be subject to: storms, including strong winds, rain, lightning, snow or hail; currents, waves or whitewater; flashfloods; extremely hot, humid or cold weather or water; fast moving rivers or other water bodies; falling or unstable rocks; falling or fallen timber; stinging, venomous or disease carrying animals or insects including arachnids and reptiles; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.

Risks involved in judgment and decision making. These risks include the risk that the participant or a co-participant, CFI staff member, contractor, volunteer or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location.

Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), whether disclosed or undisclosed, known or unknown, combined with participation in these activities could result in injury, damage, death or other loss. Although CFI will review participant's submitted medical information, CFI cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

Risks associated with any outdoor or athletic activity. These risks include the risk that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other animal/water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; encounter the unpredictable or dangerous behavior of a horse or other domestic animal; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience equipment malfunction.

Risks regarding conduct. The potential that the participant, or other participants or third parties may act carelessly or recklessly.

Risks associated with premises. Slippery walkways, uneven ground, ruts, boulders, or other conditions may exist in and around CFI or other premises. Participants may engage in CFI chores using various tools and materials.

Risks associated with riding in vehicles. Participants may ride in vans, buses or other vehicles for program purposes such as nature or wildlife observation, or otherwise. Risks include, but are not limited to vehicular accidents or injuries related to loading or unloading vehicles and trailers.

Risks associated with free time. Participants may have free and/or independent unsupervised time before, during and after the start of activities and at various other times. Unsupervised time may include free or independent time alone, during a homestay or with others, and participants will not be directly supervised or watched during nighttime sleeping hours. **During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being and the well-being of the group.**

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a propane stove or open fire, and water contamination in natural water sources. All backcountry water may be contaminated and should be disinfected, filtered or boiled before use.

Research and service project risks. Risks include those associated with activities such as maintenance, repair, weed control, trail work, etc., and associated digging, lifting, use of hand and power tools, etc..

Such other risks, hazards and dangers that are generally associated with instructional, educational, recreational and/or adventure activities.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting objects, people, animals or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, cuts or wounds or other injury, damage, death or loss.