

New Market Skills Center Challenge Course

Participants Name: _____ Birth Date: _____ Age: _____
Address: _____ Phone: _____
Organization with which you are participating: _____
Health insurance Co. _____ Policy #: _____
Doctor's Name: _____ Phone: _____

Please read this document carefully. It must be signed by all participants in programs of New Market Skills Center. If the participant is a minor, at least one parent or guardian (parent and guardian being referred to as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.

PARTICIPANT AGREEMENT

(Including Acknowledgment and Assumption of Risks, Agreements of Release and Indemnity, and Other Provisions)

In consideration of the services of New Market Skills Center, I, Participant and Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign, as follows:

Activities and Risks

I understand that the challenge course activities conducted by New Market Skills Center, the structures and premises on which they are conducted and related equipment, may expose participants to certain risks. The activities require moderate physical exertion, and include a variety of games and initiatives, high and low challenge course elements (a variety of structures over, through and on which participants may be asked to walk, swing or climb, with or without the assistance of staff or co-participants) and associated challenge course climbing activities. Certain of the challenge course elements may be as high as 50 feet off the ground and, while reasonable measures will be taken to prevent a fall or collision, accidents may occur.

Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; abrupt and possibly damaging contact with structures and other objects, and other persons; anxieties and fears associated with heights; close contact with other participants; the carelessness of participants, and misjudgments on the part of the staff of New Market Skills Center, the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, and a fear of height or of being unprotected or falling. Participants and staff may fail to follow proper procedures, instructions and the operating policies of New Market Skills Center. Injuries associated with participation in this program may include breaks, sprains, strains, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death.

The description above of these risks is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibilities for managing the risks to themselves others. The training activities are instructional in nature and participants are expected to expand and challenge their skills and judgment. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

Acknowledgment and Assumption of Risks

Understanding the nature of the activities and their risks, and that other risks may be encountered which cannot be reasonably anticipated, I acknowledge and expressly assume all risks of the New Market Skills Center activities, whether or not described in this document, known or unknown and inherent or not. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, my suffer, arising in whole or part out of my, or the minor's, enrollment or participation in the activities of New Market Skills Center.

Release and Indemnity

If I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and on behalf of the minor participant for whom I sign below, TO RELEASE, INDEMNIFY (that is, defend, protect and pay claims, including costs and attorneys fees), AND HOLD HARMLESS New Market Skills Center, its agents, and employees, ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by any member of my family, rescuers, co-participants, or any other person, arising in whole or part from my participation in the training or any related activity, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, and to the fullest extent permitted by law.

Additional Provisions

I, an adult Participant or Parent of a minor Participant, authorize New Market Skills Center to provide or obtain for me, or for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. New Market Skills Center and any third party medical care giver are authorized to exchange medical information concerning my, or the minor's, medical condition. Any dispute between a Released Party and Parent or Participant will be governed by the substantive laws of the State of Washington and any mediation or suit shall take place only in that state, in Thurston County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

In emergency call: _____ Phone: _____

Signature of participant: _____ Date: _____

Signature of Parent: _____ Date: _____