Release of Liability, Waiver of Claims and Indemnity Agreement

Program Name: Edith Bowen

Program Dates: April 26th-30th, May 3rd-7th.

IMPORTANT: THIS IS A LEGAL DOCUMENT
Please read, understand, complete, sign and return this form to our office no less than two weeks before the beginning of the program.

Four Corners School of Outdoor Education, dba Canyon Country Discovery Center (Canyon Country Discovery Center) wishes to inform our guests that the Program is not risk free. The same elements that contribute to the unique character and fun of a San Juan River Trip and Day Hiking, such as the physical exertion or living outdoors, can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death.

Express Assumption of Risk Associated with Recreational Activities.
I, ___________________________ (Participant) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as the Program, including the rental of equipment and transportation associated therewith in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others’ equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death while participating in Program.

Acknowledgements of COVID-19 & Other Risks
Participant fully understands that:
(a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present;
(b) no health and safety policies, assessments, precautions and/or protocols that will be implemented from time to time at Canyon Country Discovery Center by local, state and federal governmental agencies, affiliated companies (as applicable) and/or third parties, can eliminate the risk of exposure to COVID-19;
(c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Center for Disease Control and Prevention (CDC) and other public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease,
chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to Participant's spouse, family members, and other persons in proximity to Participant; and (d) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.

I acknowledge and agree that the Participant shall comply with all policies, rules, regulations and instructions of Canyon Country Discovery Center, its employees, contractors, agents and volunteers, including those implemented to help reduce the risk of COVID-19 transmission, as related to the Participant's participation in the Program or use of any equipment provided in furtherance thereof, and I acknowledge Canyon Country Discovery Center will suspend or revoke the Participant's participation in the Program if the Participant does not comply with said policies, rules, regulations and instructions.

In consideration for being permitted to participate in the Program and related activities, I hereby agree and acknowledge:

1. I hereby release and hold harmless with respect to any and all injury, disability, death or loss or damage to person or property, whether caused by negligence or otherwise, the following named persons or entities, herein referred to as Canyon Country Discovery Center.

2. To release Canyon Country Discovery Center, their officers, directors, employees, representatives, agents and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the Canyon Country Discovery Center or otherwise. By executing this document, I agree to hold Canyon Country Discovery Center harmless and indemnify them in conjunction with any injury, disability, death, loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by Canyon Country Discovery Center, other than what is set forth in this Agreement.

4. I irrevocably authorize the Canyon Country Discovery Center, and partner organizations, free of charge and without limitations to broadcast, distribute, publish and/or exhibit the specified program material and any reproduction made therefrom, or any portion thereof.

Publicity Release

In connection with my participation in the production of any print, audio filmed, or digital program material produced by Canyon Country Discovery Center, and partner organizations, I hereby grant, assign, and convey all rights, titles and interests I may have in and to the specified program material and in and to any reproduction made there from.
This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I have fully read and understand this Assumption of Risk, Release and Waiver of Liability for the Program and agree to be bound by it. I have had sufficient opportunity to read the above, to consult with an attorney to the extent I have deemed necessary, been given the opportunity to ask questions, understand this entire document, consider its effects and agree to be bound by its terms. I acknowledge that participation by the Participant in the Program is voluntary. I am aware that by signing this Release I am waiving certain legal rights that I may have on behalf of myself/minor participant to bring legal action against the Canyon Country Discovery Center. I sign this Assumption of Risk, Release and Waiver of Liability knowingly, voluntarily and of my own free will

Printed Name of Adult Participant __________________________ Signature of Adult Participant __________________________ Date ______________

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of Canyon Country Discovery Center, but also to release and indemnify the Canyon Country Discovery Center from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

Printed Name of Parent or Legal Guardian __________________________ Signature of Parent/Legal Guardian __________________________ Date ______________

Printed Name of Parent or Legal Guardian __________________________ Signature of Parent/Legal Guardian __________________________ Date ______________

Printed Name of Minor __________________________

Student Acknowledgment
I acknowledge and agree that I will comply with all policies, rules, regulations and instructions of Canyon Country Discovery Center, its employees, contractors, agent and volunteers, as related to my participation in the Program or use of any equipment provided in furtherance thereof, including those implemented to help reduce the risk of COVID-19 transmission.

Printed Name of Student __________________________ Signature of Student __________________________ Date ______________

This form must be completed in full, signed and dated before the Participant will be allowed to participate in the Program.
Medical History Form

The following questions relate to problems that may occur while participating in outdoor activities or have particular significance in the wilderness, away from medical help. We ask these questions so that we can be prepared to deal with any problems that may arise and although some questions may not seem relevant, please answer them thoroughly and honestly, as a complete medical history could help save your life in the event of illness or injury. Should a serious injury or illness occur, this form provides emergency medical personnel the necessary medical history for appropriate treatment. This form is confidential and is seen only by course staff or medical personnel. You may receive a follow-up call from course staff if more information is needed. A medical or physical condition does not necessarily prevent participation on a Canyon Country Discovery Center trip. Please print legibly. If additional space is needed, attach a separate sheet.

General Information
Participant Name: ____________________________
Address: __________________ City: ____________ State: __________ Zip: __________
Home Phone: __________________ Work Phone: __________________
E-mail: ________________________________
In the event of injury, please notify: __________________________ Relationship: __________________________
Address: __________________ City: ____________ State: __________ Zip: __________
Home Phone: __________________ Work Phone: __________________
If this person is not available, please notify: __________________________ Relationship: __________________________
Address: __________________ City: ____________ State: __________ Zip: __________
Home Phone: __________________ Work Phone: __________________

Insurance Information
Insurance Company Name: __________________________
Policy Number: __________________________ Phone Number: __________________________
Address: ________________________________
City: ____________ State: __________ Zip: __________

Medical Information
Physician: __________________________ Phone: __________________________
Participant Age: ________ Date of Birth: __________________________ Weight: ______ Height: ______
Male: ______ Female: ______ Blood Type: __________ Date of last physical exam by a doctor: ______
Illnesses or conditions for which you are under treatment: __________________________
Medications you are currently taking and carry with you: __________________________
If you have had any of the following illnesses, state type of illness and the approximate year of occurrence:

- Arthritis
- Epilepsy
- Measles
- Recent Surgery
- Colitis
- Giardia
- Anemia
- Heart Disease
- Cystitis
- Mumps
- Ulcer
- Chickenpox
- Meningitis
- Pleurisy
- Hepatitis
- Typhoid Fever
- Convulsions
- Diabetes
- Polio
- Other

Check immunizations and tests that have been given and the approximate date they were administered:

- Tetanus
- COVID-19
- Other:

If you have had any of the following, state year of occurrence and body part affected:

- Hernia
- Concussions

List any drug allergies:

List any other allergies (foods/bee stings, etc.):

List any recent exposure to infectious diseases:

List any special dietary needs:

Do you smoke? No Yes If yes, daily consumption

(Smoking on all Programs is prohibited)

If you have now, or have had, any of the following symptoms or conditions, please circle “Yes” and describe the condition. (Use back of page as needed.) If not, circle “No.”

- A. Dizziness, loss of consciousness, or recurrent headaches
- B. Ear, nose, throat, eye, or sinus problems
- C. Impairment of sight, hearing, or speech
- D. Chronic cough, coughing blood, or contact with tuberculosis
- E. Chest pain or shortness of breath
- F. Heart murmur or high blood pressure
- G. Leg cramps, varicose veins, varicose ulcer, or ankle swelling
- H. Troublesome skin conditions
- I. Severe menstrual cramps
- J. Loss of teeth
- K. Gastrointestinal problems, diarrhea, abdominal pain, bleeding
- L. Albumin, sugar, blood in urine, kidney stone, urinary problems
- M. Muscle joint or back pain, bursitis, sciatica
- N. Benign or malignant growth or tumor

List any other illness or disability not yet mentioned or explanations of any of the above conditions:

I fully understand the vigorous nature of a backcountry trip. In the event of an emergency, permission is given for treatment and/or surgery and anesthesia, which might be necessary as required by emergency personnel.

Printed Name of Parent or Legal Guardian Signature of Parent/Legal Guardian Date

Printed Name of Parent or Legal Guardian Signature of Parent/Legal Guardian Date

Printed Name of Minor