



**PARTICIPANT AGREEMENT
(INCLUDING ASSUMPTION OF RISKS, RELEASE AND INDEMNIFICATION)
REQUIRED FOR ALL PARTICIPANTS**

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. IT AFFECTS THE LEGAL RIGHTS OF PARTICIPANTS AND THEIR FAMILIES IN THE EVENT OF AN INJURY OR OTHER LOSS.

All Participants age 18 and older (referred to as "Adult Participants"), must sign this Participant Agreement. At least one parent or legal guardian (both referred to as "Parent") must sign on behalf of themselves individually as well as on behalf of their minor child or ward (referred to as "Minor Participant"). The term "I" as used in this Participant Agreement refers to the Adult Participant and/or Parent. The term "Program" refers to the NatureBridge program in which a Participant has enrolled.

In consideration of the Program, services, benefits and amenities provided by NatureBridge, a California Non-Profit Public Benefit Corporation, I hereby understand, acknowledge and agree as follows:

Activities and Risks

Activities vary from program to program, and may include hiking, stewardship activities (for example, plant removal and trail maintenance), backpacking and water craft excursions. Some programs involve travel in NatureBridge vehicles driven by NatureBridge employees. I understand that this Program exposes its Participants to a variety of risks and hazards, foreseen and unforeseen, some of which are inherent and cannot be eliminated without fundamentally altering the unique character of the Program. These inherent risks include, but are not limited to, environmental risks and hazards, including rapidly moving, deep, or cold water; plants, insects, snakes, and predators, including large animals; falling and rolling rock; lightning; and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Possible injuries and illnesses include allergic reactions, including, importantly, anaphylaxis, hypothermia, sunburn, heatstroke, dehydration, infectious diseases, musculoskeletal injuries, and other mild or serious conditions or injuries, including death. Emergency evacuation and medical care may be delayed due to the remote locations of some Program activities.

Assumption of the Risks

I understand that the description above of the risks involved in NatureBridge activities is not complete, and that other risks may result in property loss, personal injury, or death. For myself and for my Minor Participant, I agree to assume, to the fullest extent permitted by law, the risks of participation, known and unknown, inherent or not, and whether or not such risks are described above. I understand that participation in this Program is entirely voluntary and I consent to participation with full knowledge of the risky nature of the Program. If the Participant is a minor child, I have discussed the activities and risks with her or him and the child wishes to participate nevertheless.

Release and Indemnification

I, an adult Participant or Parent of a Minor Participant, for myself and on behalf of that Minor Participant, agree to release, indemnify, protect, and hold harmless, and promise not to sue, NatureBridge and/or its affiliated institutes, and/or any of their respective officers, directors, employees, contractors, and insurers (the "Released Parties"), with respect to any and all claims, demands, damages, losses, or liabilities, including, but not limited to, claims for personal injury or death, which I or my Minor Participant may suffer, arising out of or in any way related to my, or my Minor Participant's, participation in the Program. The claims hereby released and indemnified against include those caused by or arising from the negligence of a Released Party, or any of them, but not those caused by or arising from any reckless or intentionally wrongful act or omission. If a Released Party is required to defend any claim brought by and/or on behalf of me, a family member, and/or my Minor Participant, I or my, and/or the Minor Participant's, heirs or executors agree to pay such Released Party's costs of litigation and attorney's fees if and to the extent the Released Party successfully defends against such claim.

Medical

I represent that the medical information I have provided is correct and complete to the best of my knowledge.



I authorize NatureBridge staff who have received appropriate training to administer basic first aid and “over the counter” medication, including aspirin, Tylenol, ibuprofen, Benadryl, Neosporin, Pepto-Bismol, and similar medications. I understand that NatureBridge staff does not carry epinephrine for the treatment of life threatening allergic reactions which might occur during the Program. If my Minor Participant has a known life- threatening allergy, or if I have been advised that he or she should be prepared for a possible serious allergic reaction, my Minor Participant has been provided with auto- injectable epinephrine and a physician’s instructions for its use, and I have instructed my Minor Participant to have these available at all times during the Program. If my Minor Participant is enrolling in the Program as part of a school or other group, I have also informed the person in charge of the school or other group of this allergy and any applicable physician -prescribed protective measures.

I authorize any adult chaperone or member of the NatureBridge staff to obtain medical care for my Minor Participant (or me, if I am unable to consent), and to consent to any X-ray, examination, anesthetic, diagnosis, treatment and/or hospital care that may be recommended by a licensed physician and/or dentist. In the event of minor illnesses or injuries, I understand that NatureBridge will attempt to contact me at the earliest practicable opportunity. In the event of major illnesses or injuries, I understand that NatureBridge will attempt to contact me before the commencement of any medical treatment, unless my Minor Participant’s condition is such that treatment must be commenced immediately before contact with me can be made. Even if I cannot be reached, this authorization remains in full force and effect.

I agree to assume full financial responsibility for the costs of any evacuation and/or any medical care/treatment that I or my Minor Participant may receive.

Other Provisions

I agree that NatureBridge and its designees may use, without restriction or compensation, my likeness, or that of my Minor Participant, whether in photographs or video, as well as any writing, artwork and/or testimonials created by me or my Minor Participant and submitted to NatureBridge. I agree that once submitted, these materials shall become the property of NatureBridge.

NatureBridge uses independent contractors for some services, and such independent contractors, and not NatureBridge, are solely responsible for any losses or injuries caused by their acts or omissions.

I understand that this Participant Agreement is intended by NatureBridge to have as broad an effect as the law permits, and that if any part of this Participant Agreement is found to be invalid for any reason, the remainder of the Participant Agreement shall remain valid and fully enforceable.

I agree that if there is a dispute between me or my Minor Participant, on the one hand, and a Released Party, on the other, such dispute will be governed by the substantive laws of the State of California, and that any lawsuit against any of the Released Parties will be filed and maintained in a court of competent jurisdiction in San Francisco County, California.

I have carefully read this Participant Agreement, I understand its terms, and am signing it voluntarily. I have had any questions concerning the Program answered to my satisfaction.

I have been advised to consult with an attorney of my choosing if I have any questions regarding the translation of this Participant Agreement. I understand that in the event of any issue regarding the translation, the English version of this Participant Agreement shall control.

Name of Participant _____
Print Name

Parent or Guardian Signature
 (For Minor Participant)

Print Name

____/____/____
Date

Adult Participant Signature (if age 18 or older)

____/____/____
Date