

Rescue Training, Inc.

Acknowledgment and Assumption of Risks

Introduction

Please read this document carefully before signing. Part A is an Acknowledgment and Assumption of Risks and Part B is a Release and Indemnity Agreement. The Introduction and Conclusion contain paragraphs common to both parts A and B. The Introduction, Parts A and B, and the Conclusion form the entire agreement and shall be referred to as the "Document".

Rescue Training, Inc. (RTI) activities can take place on private, federal or other lands. Certain federal land agencies do not allow service providers to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ("restricted federal lands"). However, Rescue Training, Inc. can utilize an Acknowledgment and Assumption of Risks with its clients for permitted activities on those federal lands. As a result, Part A covers all your activities, and Part B covers all your activities, other than those that take place on restricted federal lands.

Parent(s) or Legal Guardian(s) (hereafter collectively "Parent(s)") of any participating minor (hereafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I", "me" or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "student" include both minor and adult participants.

In consideration of the services of Rescue Training, Inc. and any successor, and their respective agents, owners, officers, employees, representatives, and all other persons or entities associated with them or any of them (collectively referred to, in this document, as "RTI"), I agree as follows:

Part A: Acknowledgment And Assumption Of Risks

Engaging in RTI educational and/or adventure activities involves certain risks. These activities vary, but include medical training and other associated activities in indoor and outdoor settings. Although RTI has taken reasonable steps to provide students with appropriate equipment and skilled staff so they can enjoy and learn from the activities for which they may not be skilled, students understand and acknowledge that there are risks, hazards and dangers associated with these activities. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death.** I understand RTI does not want to frighten me or reduce my enthusiasm for these activities, but believes it is important for me (and my parents, if I am a minor) to know in advance what to expect and to be informed of the risks.

The following describes some, but not all of these risks, hazards and dangers.

1. **Risks involved in physical activity.** RTI activities include a variety of both indoor and outdoor physical activities. These activities include running, sustained climbing or hiking, and lifting repetitively, both during the day and at night.
2. **Risks present in an outdoor or wilderness environment.** These risks include travel in high altitude mountainous or wilderness terrain where trails or routes may not be groomed, maintained or controlled. While traveling in these areas, hazards may not be marked or visible; weather is changeable, unpredictable and dangerous year round; and lightning, rivers, creeks, falling rocks, snow and ice, avalanche dangers, fallen timber, bee hives, wild animals and other natural hazards and dangers exist.
3. **Risks in decision making.** RTI staff must make various judgments and decisions as they conduct educational and/or adventure activities in changing indoor and outdoor environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in instructor decision making and conduct, including, without limitation, the risk that a RTI representative may misjudge a student's capabilities, or misjudge weather, terrain, water level, river and/or terrain route location, or misjudge medical treatment.
4. **The risk that equipment used** in an activity may break, fail or malfunction, despite reasonable maintenance and use.
5. **Risks connected with geographic location.** RTI activities may take place in remote places, several hours or days from any medical facilities, where communication and transportation are difficult and where evacuation and medical care may be delayed.
6. **Risks regarding conduct.** Risks include the potential that the student, or other participants or third parties (e.g. rescue squad, hospital, etc.) may act carelessly, recklessly or generally fail to exercise care.
7. **Risks associated with travel.** Travel can be by vehicle, foot, skis, snowshoes, or other means and can be over rough, mountainous and unpredictable terrain or via lakes and rivers, in snow, sleet, rain, or other adverse weather conditions.
8. Students, including participating minors, will have free time, before and after the beginning of a course, and at various other times while they are with RTI. **Throughout the course, during both supervised and unsupervised activities, all students are responsible for their own safety.**
9. Such other risks, hazards and dangers that are generally associated with educational and/or adventure activities.

These and other risks, hazards and dangers may result in students (for example): 1) falling, 2) being struck, 3) colliding with objects or people 4) experiencing vehicle collision, 5) reacting to high altitudes and weather conditions, 6) coming into contact with wildlife and vegetation. These and other circumstances may cause hypothermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, concussions, wounds, infections, disease, allergic reactions, or other injury or illness, mental trauma, disability or death.

I UNDERSTAND that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, illness, damage, death or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in RTI activities which have not been disclosed to RTI. I represent I am fully capable of participating in these activities without causing harm to myself or others. I acknowledge that RTI staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of RTI personnel is no assurance of my safety or the lessening of any of these risks.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, and my Parent(s), if I am a minor, assume and accept full responsibility for me, for those risks identified here and for those risks not identified, and for injury, death, property loss or expenses suffered by me and them, resulting from those risks, and resulting from my own negligence.

Part B: Release And Indemnity Agreement

Please read carefully. This Part B contains a Release and Indemnity Agreement and surrender of certain legal rights. Except to the extent federal rules or regulations prohibit my doing so on restricted federal lands, I agree to this Part B:

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, indemnify and defend RTI** (“indemnify” meaning protect by reimbursement or payment), with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorney fees), made or brought by anyone, including a co-participant, third party, my child, or any member of my or my child’s family, arising out of any injury, damage, death or other loss in any way connected with my or my child’s enrollment or participation in RTI activities or the use of RTI equipment or facilities. **This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of RTI. I understand I agree here to waive all claims against RTI, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against RTI, as a result of any injury, illness, damage, death or other loss suffered by me or my child.**

Conclusion

I agree that this, and all other aspects of my relationship with RTI are governed by Idaho State law. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in RTI activities, must be filed exclusively in the State of Idaho, and Idaho State law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Idaho mediator. **I also agree that if I, my child, or someone on the child’s behalf, assert(s) a claim or file(s) a suit against RTI, I will pay all costs and attorneys’ fees incurred by RTI in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that RTI is not responsible for the injury or loss.**

I AUTHORIZE RTI personnel to obtain or provide medical care for me/my child, or to transport me/my child to a medical facility. I further authorize RTI staff or other medical personnel to render such treatment they deem necessary for me/my child’s health. I agree that RTI has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

PHOTO RELEASE: I authorize RTI, and/or parties designated by RTI, to use my or my child’s photo for sale or reproduction in any manner RTI desires, for advertising, display, audiovisual, exhibition or editorial use.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon my family, my heirs, executors, representatives, estate and myself.

Student Signature	Date	Print Name
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Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. If I have a participating minor, I understand my signature here includes my agreement, per the terms of Part B of this Document, to release and claims I may have against RTI, as a result of any injury, illness, damage, death or other loss suffered by my child, and to defend and indemnify (reimburse) RTI should my child, someone on the child’s behalf, or a co-participant or third party, bring a claim against RTI, in any way connected with my child’s enrollment or participating in RTI activities or use of RTI equipment or facilities.

Parent or Guardian Signature	Date	Print Name
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Parent or Guardian Signature	Date	Print Name
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