

The Eagle Adventure Company, Inc.
Participant Agreement, Release and Acknowledgement of Risk

In consideration of the services of The Eagle Adventure Company, Inc., their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Eagle Adventure"); I hereby agree to release and discharge Eagle Adventure, on behalf of myself, children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that participation in activities such as Whitewater Rafting, Tubing, Climbing, Rappelling, Low Elements Course and Teambuilding, Hiking, Swimming, Horseback Trail Riding, Volleyball, Horseshoes, Paintball, Community Service Projects including Habitat Mission Work and Environmental Mission Work entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. Furthermore, Eagle Adventure guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. The participant may not heed directions or warnings given by Eagle Adventure guides or their own adult leader. Risks include, among other things:
 - A. Whitewater rafting is a participation sport requiring vigorous activity in both carrying the raft and paddling the raft in a rock-strewn environment with fast moving water. Falling out of the raft into the river may occur when the raft hits the river rocks and rapids, and may result in injury to the participant. I understand that transporting me to the rafting activity in a bus could result in a traffic accident with injury to myself.
 - B. Rappelling and Climbing take place in an environment inherent to the danger of the participant falling from high places and/or being struck by a falling object.
 - C. The Low Elements Course involves group physical interaction whereby participants may unexpectedly hit other participants on the head or torso while falling and/or slipping on the challenge element, injuring themselves and others.
 - D. Habitat repair mission work involves hammers, sawing, painting, and climbing ladders, all of which are inherently dangerous if participants are not paying attention or using tools with little regard for personal safety or safety of others.
 - E. Environmental Mission work involves work in the forest where a participant may be injured from a fall, a bee sting, a snake bite, overheating, an asthmatic attack, equipment used to build or to clear.
 - F. Paintball competition involves participants firing water soluble paint balls at each other with the intent of splattering paint on each other. Participants can be injured by having the balls hit the body causing welts, black and blue marks, and if a participant removes their helmet during competition the possibility of being struck in the eye can cause permanent blindness.
2. The Eagle Adventure Company Camp is a rustic outdoor mountain facility located in the forest. The inherent risks include, among other things: A camper may slip, fall, or trip on gravel, tree roots, wet leaves, and uneven terrain with the possibility of hurting himself. A camper may have an allergic reaction from a bee sting. A camper may have an asthmatic or panic attack from hiking, running, or other physical activity.
3. I expressly agree and promise to accept and assume all of the risks existing in these activities and the camp environment. My participation in these activities is purely voluntary, and I elect to participate in spite of the risk. I agree to listen to and follow the given instructions.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Eagle Adventure equipment or facilities.
5. Should Eagle Adventure, or any action on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if I am injured or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Eagle Adventure on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: _____

Print Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Parents or Guardians Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of _____ (Minor) being permitted by Eagle Adventure to participate in
(Print Minor's Name)

its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Eagle Adventure from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____