

PARTICIPANT AGREEMENT
(Including Assumption of Risks, Agreements of Release and
Indemnity, and Permission to Participate)

Please read this document carefully. It contains information about The Woods Project, Inc. (TWP) events ("Outing") and may limit the legal rights of participants and families in the event of an injury or other loss. All participants must sign. If a participant is under 18 years of age his or her parents or guardian (both, "Parent"), must also sign, for themselves and on behalf of the minor participant.

In consideration of the services of TWP, I, participant, and parent, if applicable, acknowledge and agree as follows:

I have reviewed TWP's website (www.thewoodsproject.org) and discussed the Outing and any concerns I might have with representatives of my/my child's school, and with representatives of TWP. My questions have been addressed fully and I have a good understanding of the activities and risks of the Outing. The activities of the Outing may include hiking and backpacking in remote and mountainous wilderness areas, swimming in lakes and streams, rock climbing, challenge courses, canoeing, rafting, and other adventure activities. I understand that during my participation in this, or any future Outing with The Woods Project, Inc., I may be exposed to a variety of hazards and risks, foreseen or unforeseen, some of which are inherent and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and even death ("Injuries and other losses") from exposure to the hazards of travel to and participation in the Outing. I understand that TWP cannot and will not provide constant and total supervision and that participants have responsibilities for their own welfare. Injuries and other losses may be caused by, among other things, the failure of gear, the forces of nature (weather, plants, wild animals and terrain and water features), careless conduct of Outing members, Outing leaders, instructors, sub-contractors or volunteers and assistants or third parties. I understand that I may be required to exercise extra care for myself and for others around me in the face of such hazards. I further understand that this Outing may take me to remote places where rescue or medical facilities or expertise may be hours, or even days away.

- I have read all rules and conditions applicable to the Outing made available to me (including such information as may be posted at www.thewoodsproject.org); and I acknowledge that the leader of my Outing may expel me from the Outing if I do not follow those rules and conditions or for any other reason he or she believes to be in the best interests of the Outing.
- I, and my minor child, if applicable, expressly assume the risks, inherent or otherwise, and whether or not described in this document, of participation in the Outing. If the Outing participant is under the age of 18, I, parent, acknowledge that I have discussed the provisions of this Agreement with my child and he/she fully understands and accepts the terms of this agreement.
- The Outing begins and ends at the location(s) designated by The Woods Project, Inc.. The Outing does not include carpooling, transportation, or transit to and from the Outing, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by The Woods Project, Inc. during the Outing.
- If I decide to leave early and not to complete the Outing as planned, I assume all risks related to my decision to leave and waive all liability against The Woods Project, Inc. arising from that decision. Likewise, if the leader has concluded the Outing, and I decide to go forward without the leader, I assume all risks related to my decision to go forward and waive all liability against The Woods Project, Inc. arising from that decision.

AGREEMENTS OF RELEASE AND INDEMNITY: To the fullest extent allowed by law, **I AGREE TO WAIVE, DISCHARGE, AND RELEASE FROM LIABILITY THE WOODS PROJECT, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, AND LEADERS FROM ANY AND ALL LIABILITY ON ACCOUNT OF OR IN ANY WAY RESULTING FROM INJURIES AND OTHER LOSSES ARISING FROM MY OR THE MINOR CHILD'S ENROLLMENT OR PARTICIPATION IN ANY OUTING OF THE WOODS PROJECT, INC.** I further agree to **INDEMNIFY AND HOLD HARMLESS** The Woods Project, Inc., its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by , or suffered by, me or the minor child in connection with the Outing. These agreements of release and indemnity include claims of negligence of a released party. I understand and intend that this

assumption of risk and release is binding upon my, and the minor child's, heirs, executors, administrators and assigns.

- Except as otherwise provided below, the laws of the State of Texas shall apply to the interpretation of this agreement and any dispute between me, or the minor participant, and a released party. If a complained-of loss occurs in the State of California, or pertains to a California Outing, the laws of California shall apply, not including such laws as might apply the laws of another jurisdiction. The venue of any such dispute shall be a court of competent jurisdiction in Harris County, Texas. This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- This agreement applies to this and all future participation in events and any Outing of TWP, until cancelled in writing.

Participant Name: _____

Signed: _____ Date: _____

*If you are a minor (under age 18), your parent or legal guardian must also sign this Agreement on your behalf.

I, the parent or guardian of the minor named below, agree and consent to the foregoing Agreement and give my permission for him/her to go on the Outing. I further consent and allow the Outing leader or bearer of this document to administer first aid and/or secure medical attention for the minor as the Outing leader or bearer of this document deems proper. I understand that efforts will be made to contact me if medical treatment should be needed. I will ensure that the minor will bring any necessary medications with him/her on the Outing.

Name and Age of Minor: _____
(Please Print)

(Age)

Signature of Parent or Guardian: _____

Date: _____

Please complete this form and return it to your school coordinator

We ask for this information so that our staff will know in advance of special medical conditions you may have, rather than learning about them in a crisis. Also, in the event of serious injury or illness, this form provides emergency medical personnel with a useful medical history. After reviewing this form, the leader may contact you to discuss whether the trip will be safe and enjoyable for you considering your medical history.

We will keep the information on this form confidential. It will be seen only by volunteers and staff of The Woods Project, Inc. and our wilderness partners, medical personnel, or others who know and understand its confidential nature. The form will be retained along with your liability waiver for a period of time following the trip, after which it will be destroyed.

General Information

Name: _____		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	
Address: _____			
City: _____	State: _____	Zip: _____	
Home: (_____) _____	Work: (_____) _____		
E-mail address: _____		Date of Birth: _____	

Height: _____	Weight: _____	Blood Pressure: _____	Resting Pulse: _____

Emergency Contact: _____ Relationship: _____

Home: (_____) _____ Work: (_____) _____ Cell: (_____) _____

If the above person is unavailable, please notify: _____ Relationship: _____

Home: (_____) _____ Work: (_____) _____ Cell: (_____) _____

Medical Insurance Information

We strongly encourage you to have medical and evacuation insurance and to bring your insurance card or other documentation with you on the trip.

Company Name: _____ Policy Number: _____

Contact Phone Number (if applicable): _____

Allergies

Include medicines, foods, animals, insect bites and stings, and environment (dust, pollen, etc.). NONE

Allergy	Reaction	Medication Required (if any)

Medical History

Please list all prescription, over-the-counter, and natural medications you are taking. *Use a separate sheet if necessary.*

Medication Name	Dosage	Frequency	Side Effects (known & potential)	Reason for Taking

- Recent illness? _____
- Accidents, operations, hospitalizations? _____
- Recent exposure to infectious diseases? _____
- Do you have asthma? Yes No *If yes, please list any medications above.*
- Do you have diabetes? Yes No *If yes, please list any medications above.*
- Do you have a history of high blood pressure? Yes No *If yes, please explain on a separate sheet.*
- Do you have any problems with your eyes or vision? Yes No *If you wear prescription glasses or contacts, we recommend bringing a spare set.*
- Do you have any problems with your hearing? Yes No *If yes, please explain.*
- Are you pregnant? Yes No
- Do you have any bone, joint, or muscle problems? Yes No *If yes, please explain on a separate sheet.*
- Have you ever had a seizure? Yes No *If yes, please explain on a separate sheet.*
- Have you ever experienced altitude problems? Yes No *If yes, please explain on a separate sheet.*
- Do you have any other medical issues that might affect your participation in this trip YES NO If yes, please explain: _____

- The outing may require vigorous activity at altitude, extended climbing and hiking, and other physically and mentally demanding exertion in isolated areas without medical facilities, medical providers, or means of contacting rescue or medical personnel. Please state below all physical or mental limitations and restrictions of which you are aware:
If you have no such limitations, please initial here: _____

- **Tetanus:** It is strongly advised that you are inoculated against this fatal disease and you obtain a booster within every 10 years. The date of your most recent tetanus inoculation or booster: _____ / _____ / _____

Physical Examination

Date of most recent physical: _____ / _____ / _____ Physician's name: _____
Address: _____ Phone Number: _____
Physician's signature (if required): _____

❖ *Please notify your trip leader immediately if any information on this form changes.* ❖

Signature of Parent/Guardian: _____ **Date:** _____