



**MOUNT ST. HELENS
INSTITUTE**

Field Seminar/Guided Adventure Participant Agreement, Release, and Assumption of Risk Waiver

****PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY BEFORE SIGNING****

I here by release and hold harmless the Mount St. Helens Institute its employees, volunteers and those enacting on its behalf (hereinafter collectively referred to as "MSHI") from any and all liability or claims, on behalf of myself, the party or participant for whom I may be representing as follows:

- 1.) I acknowledge that outdoor adventure based activities such as hiking and mountaineering entails known and unanticipated risks that 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 activity. The risks include, but are not limited to, those caused by terrain, facilities, temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, condition of participants, equipment, vehicular traffic, lack of hydration, slipping and falling, falling objects, and actions of other people including but not limited to, participants and volunteers. These risks are not only inherent to participants, but are also present for volunteers. I hereby assume all of the risks of participation and/or volunteering for this event.
- 2.) I acknowledge that participating in this event requires physical exertion. I certify that I have the necessary skills and ability to participate in the said activity and assume full responsibility for myself for bodily injury, death, and loss of personal property and expenses thereof as a result of my negligence in participating in said activity except to the extent such damage or injury may be due to the negligence of MSHI. I further understand that MSHI reserves the right to refuse to allow any person to participate who it judges to be incapable of meeting the rigors and the requirements of participating in said activity.
- 3.) In the event that I file a lawsuit against MSHI, I agree to do so solely in the state of Washington, and I further agree that the substantive law of Washington shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
- 4.) I also agree to abide by the rules of the instructor given to me either verbally or in writing by the MSHI or its designated instructor. In the event that I am unable to complete the climb, I agree to consult with the instructor to find a suitable solution. Unless faced with an urgent situation, I agree not to descend alone or without first notifying the instructor. Should I choose to leave the group on my own accord at any point along the climbing route I must first notify a MSHI instructor. At the point in which I leave the group MSHI no longer holds any legal, social, safety, or implied responsibility to my person or state of well being. Once I have left the group I am no longer

considered to be participating in or affiliated with the MSHI guided climb in any capacity. Should I choose to leave the group without notifying an instructor the same conditions as stated above apply.

- 5.) Furthermore, I acknowledge MSHI employees have a difficult job to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the terrain or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction
- 6.) I also understand that at this event, or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

I have read completely, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me and those legally representing me during the entire period of participation in said activity, and forever there after.

Participant Name: _____

Participant Signature: _____ Date: ___/___/___

***Parent/Guardian must sign if participant is under the age of 18. Please print name, sign, and fill in date of completion.**

If the person is under the age of 18, there must be consent of a parent or guardian as follows: I hereby certify that I am the parent or acting guardian of _____ named above, and do hereby give my consent without reservation to the foregoing on behalf of this person.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date ___/___/___