

Solomon's Porch Day-Trips Participant Agreement, Release and Assumption of Risk 2010

In consideration of the services of Solomon's Porch, staff, their agents, owners, officers, volunteers, participants, employees, and all others persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Solomon's Porch"), I hereby agree to release, indemnify, and discharge Solomon's Porch, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

RELEASE: We believe young people seek adventure. Solomon's Porch is providing an opportunity for exploring new activities in a structured manner. Risk management is an essential element of the activities we are offering and we observe standard precautions. Our risk management program includes specific criteria for staff selection, training, and written policies and procedures, and supervision and review of practices. While we anticipate our supervision will ensure the well-being of each youth, we are also aware that it is not possible to foresee every contingency or to eliminate all risk.

PARENT/GUARDIAN RELEASE: I understand that the Solomon's Porch events may involve activities and group living arrangements and interactions that may be new to my child, and that these experiences come with certain risks and uncertainties beyond what my child may be accustomed to dealing with at home. I am aware of these risks, and I am assuming them on behalf of my child. I realize that no environment is risk-free, and so I have instructed my child on the importance of abiding by Solomon's Porch rules, and my child and I both agree that he or she will obey Solomon's Porch rules and the rules of the group's leaders. I understand that the Solomon's Porch experiences will occur in diverse terrain and weather conditions. I authorize my son/daughter to participate fully in all Solomon's Porch experience activities for the below designated events. These activities include, but are not limited to backpacking, hiking, biking, canoeing, kayaking, caving, rock climbing, rappelling, swimming, mountain biking, rafting, tubing, gold panning, fishing, cooking, and all accompanying travel activities. All of these are physical activities that involve risk of personal injury. I understand that Solomon's Porch cannot safeguard against all such injuries, and I expressly agree to assume such risk and waive, release, save and hold harmless Solomon's Porch, its officers, agents, employees, volunteers, and any federal, state or local agencies which have jurisdiction over lands or properties upon which Solomon's Porch operate, from any claim of liability, settlement, judgment, award or cost of defense and attorneys' fees, including negligence, except gross neglect, by Solomon's Porch for any loss, damage, or injury incurred during the experiences for which my son/daughter is applying. I attest that my son/daughter has been fully informed of the activities and agrees to participate. I agree to fully disclose all physical, mental and emotional conditions that could impact the safety or success of the experiences. It is agreed that any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Chelan County, Washington State and shall be construed in accordance with the laws of Washington State. In addition, I understand and accept both the Travel Insurance information and the Terms of Agreement as stated in this waiver.

TERMS OF AGREEMENT:

Rules and Regulations: Participants will be expected to commit to a verbal contract at the beginning of each experience. This contract will include a commitment to guidelines of behavior for the safety and well being of the individual and the group. These include the prohibition of all forms of tobacco, alcohol, illegal drugs, and weapons, cooperation with group leaders and other members of the group, and the commitment to not become involved in cliques and mutually exclusive one-on-one relationships and excessive displays of affection. The trip leaders will handle discipline problems in the manner that they see fit, according to industry guidelines. If a participant is discussed for the well being of the experience or for failure to cooperate, parents will be called and are responsible to pick up their child immediately and at their own expense.

Equipment: The parent/guardian is responsible for and agrees to reimbursement for loss of or willful destruction by the participant of any equipment belonging to, borrowed for, or rented to Solomon's Porch. Solomon's Porch will not be responsible for any participant's possessions that are lost or stolen while he/she is on a experience trip.

Model Release: I authorize and agree to the reasonable and proper use by Solomon's Porch of any and all photographs, video clips, and/or statements by, of or about my child.

In signing this agreement, you authorize Solomon's Porch to take your youth on day-trips around the State of Washington. These day-trips may begin as early at 6am and they may return as late at 10pm unless other permissions are granted at a later date in which case all other portions of this agreement shall stand. Youth will be notified in advance if they are expected to provide a meal or if there is a fee for a particular trip.

OVER FOR SIGNATURE

PARENT'S OR GUARDIAN'S INDEMNIFICATION
(Must be filled out in ink for those **UNDER AGE 18**)

In consideration of _____ (print minor's full name) ("Minor") being permitted by Solomon's Porch to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Solomon's Porch from any and all claims, liability, damages, causes of action, expenses or costs associated with or which are brought by my, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Name of Minor: _____

Name of Parent/Guardian: _____ Spouse Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact Person: _____ Phone: _____

Signature of Parent/Guardian: _____ Date: _____

SELF - INDEMNIFICATION
(Must be filled out in ink for those **OVER AGE 18**)

I AM over **18 years old** and I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name (Print Clearly): _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact Person: _____ Phone: _____

Signature: _____ Date: _____