

CANYONLANDS FIELD INSTITUTE, INC.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AGREEMENT Outdoor School Groups – Adult and Minor Participants

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks Agreement (hereafter 'Document') carefully before signing. All participating students and any participating teacher, Parent or Guardian (hereafter 'participant(s)') must sign this Document. One or both of a participant's Parent(s) or Guardian(s) (hereafter collectively 'Parent(s)') must also sign if the participant is under 18 yrs. of age (hereafter sometimes 'minor' or 'child'). In consideration of the services of Canyonlands Field Institute, Inc., and its agents, owners, officers, employees, representatives, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'CFI'), I (participant and Parent(s) of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

CFI educational and adventure activities, may take place on private, state or federal lands and include, but are not limited to hiking & backpacking, camping, canoeing, river rafting, instruction in wilderness or river first aid and rescue, service and research projects, wildlife and nature observation and travel in vans, buses and other vehicles (referred to in this Document as 'activities' or 'these activities'). These activities may be scheduled or unscheduled and/or occur as mandatory or optional segments of the curriculum or programming. I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, damage, death or other loss. The CFI Inherent & Other Risks List (listed on page 2 (the back) of this Document and incorporated by this reference; hereafter 'Risks List') describes some, but not all of those risks, hazards and dangers. I have reviewed the attached Risks List and all CFI program information and materials, and understand that I may contact CFI if I have any additional questions about CFI activities and the associated risks. In addition, Parent(s) have discussed CFI activities and associated risks with their participating children. I have accurately completed the appropriate CFI forms and agree to abide by the terms of those documents. Participant has no undisclosed mental or physical problems or limitations that might affect his/her ability to participate, and is fully capable of participating without causing harm to him or herself or others. I understand that CFI staff cannot assure participant's safety or eliminate any of these risks. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and Parent(s) of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and Parent(s) of minors), resulting from those risks and/or resulting from participant's negligence or other misconduct.

CONCLUSION

I agree that the substantive laws of Utah (without regard to its conflict of laws rules) govern this Document, any dispute I have with CFI and all other aspects of my relationship with CFI, and that any mediation, suit or other proceeding must be filed or entered into only in the state of Utah, county of Grand. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I authorize CFI staff, representatives, contractors or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide treatment they consider necessary for me/my child's health. I agree to pay all costs associated with that care and transportation. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Participant and Parent(s) of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children and other family members and my heirs, executors, representatives and estate. All participants must sign and one or both Parent(s) must sign below for any participating minor (those under 18 yrs. of age).

Participant Signature	/	Print name	/	Date
Parent Signature	/	Print name	/	Date
Parent Signature	/	Print name	/	Date

CANYONLANDS FIELD INSTITUTE INHERENT & OTHER RISKS LIST

The following describes some, but not all of the inherent and other risks, hazards and dangers associated with engaging in CFI activities:

Risks associated with travel. Travel may be on foot or by vehicle, raft, canoe, or other means and may be over rough and unpredictable terrain or via lakes, rivers, hiking trails, and roads in snow, rain, or other adverse weather conditions.

Risks connected with geographic location. Activities may take place in remote places several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. To preserve backcountry integrity and because of inconsistent reliability in the rugged canyon terrain, cell phones and radios are not used or taken on CFI activities. CFI has developed and implemented appropriate evacuation plans for all trips and different stretches of river. Additionally, all CFI naturalist guides have first aid and CPR certifications and are extensively trained in the organizations policies and procedures.

The risk that equipment used in an activity may be misused or may break, fail or malfunction.

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Travel may be subject to lightning, strong winds, fast moving rivers or other water bodies, falling rocks, extremely cold water, snow and ice, falling or fallen timber, stinging or disease-carrying insects, wild animals and other natural or man-made hazards. Hazards may not be marked and weather is unpredictable year around.

Risks involved in decision-making and conduct, including, without limitation, the risk that a CFI staff member, representative or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain route location.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss.

Risks regarding conduct. The potential that I, or other participants or third parties (e.g., driver, rescue squad, hospital) may act carelessly or recklessly.

Risks associated with premises. Slippery walkways, uneven ground, ruts, boulders, or other conditions may exist in and around CFI. Participants may engage in CFI chores using CFI tools and materials.

Risks associated with riding in vehicles. Participants may ride in vans, buses or other vehicles for program purposes such as nature or wildlife observation, or otherwise. Risks include, but are not limited to vehicular accidents or injuries related to loading or unloading vehicles and trailers.

Participants may have free time before and after the start of a course or class and at various other times while they are with CFI. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Risks associated with cooking and camping. Participants may cook over a propane stove and are subject to the risk of scalding or other burns. All backcountry water must be disinfected, filtered or boiled before use.

Such other risks, hazards and dangers that are generally associated with educational and/or outdoor adventure activities.

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT CFI

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