

# PARTICIPANT/VOLUNTEER LIABILITY RELEASE AND DISCHARGE, ACKNOWLEDGMENT OF RISK AND INDEMNIFICATION AGREEMENT



**This document affects your legal rights. Please read and understand this document before signing it. You may not participate in any hands-on activities without this form having been completed, signed and witnessed.**

In consideration of the services of \_\_\_\_\_ ("Instructor"), Rescue 3 International, an Oregon corporation (and any subsidiary entities and assumed business names), their owners, members, directors, officers, shareholders, employees, agents, volunteers and all other persons or entities acting in any capacity on their behalf (hereinafter "**Instructor/Rescue 3**"), I hereby agree to release and discharge **Instructor/Rescue 3**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

## ACKNOWLEDGMENT OF RISKS

I acknowledge my voluntary participation in rescue training courses as a trainee and/or volunteer, including those courses involving swiftwater rescue and high and low angle rescue and related activities, entails known and inherent risks, as well as unknown/unanticipated risks which could result in **serious physical, mental or emotional injury or trauma, paralysis, death, drowning, illness and disease or damage to myself, third parties and my own or others' property**. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of this training and associated activities. **These risks include but are not limited to:**

**General Risks:** 1) weather conditions that may change quickly, including temperature, precipitation, wind, lightning and excessive heat and sun; 2) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and sunburn; 3) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 4) difficult terrain or walking conditions along the shore and trails, including mud, slippery rocks, loose footing and steep slopes; 5) improper first aid, emergency treatment or other attempted rescue services, including evacuation and the unavailability of life saving services or immediate medical attention in the case of injury; 6) exposure to polluted or contaminated water, including giardia; 7) the consumption of tainted food or drink during the course; 8) my own physical condition and acts or omissions; 9) my own physical condition and my own acts or omissions, including my level of kayak/rafting/rescue experience and expertise; and 10) my own and other participants' attempts to exceed kayaking/rafting/rescue skills and/or acting in a reckless manner 11) my own failure or that of other participants to follow **Instructor/Rescue 3's** safety guidelines and instructions of its instructors, including always wearing helmets, shoes and when near water, a personal flotation device; 12) my own and others' improper use of equipment; 13) inadequate repair or maintenance of **Instructor/Rescue 3's** equipment; 14) failure of (including manufacturing or other defects, both apparent and latent) the equipment supplied or used by **Instructor/Rescue 3**; 15) vehicular or pedestrian accident while being transported or walking to or from activity sites; and 16) **error or negligence on the part of Instructor/Rescue 3 and its instructors, including inadequate instruction or assistance.**

**Swiftwater Rescue Risks:** 1) water conditions that may change quickly, including water level, waves, currents, eddies, whirlpools and cold water temperatures; 2) rocks or other debris falling from overhanging shore areas and falling trees or branches; 3) injury to a participant's finger, hand, arm, torso or head due to striking parts of kayak/raft or being struck by other objects while in the kayak/raft; 4) personal injury or property damage to (or loss of) my property or property owned by others due to collision with persons or equipment (including buckets, paddles, pumps and storage containers) both inside and outside a kayak/raft, as well as the kayak/raft itself and other watercraft, and with natural or man-made objects in the water such as bridge abutments, trees, rocks, driftwood or other debris, or due to water immersion or being trapped in a wave "reversal"; 5) falling, capsizing or being flipped into the water (either intentionally or unintentionally), including when entering or exiting kayak/rafts, and resulting swims in rapids; 6) collision with or being pinned against objects such as bridge abutments, rocks, trees, logs, branches or other vegetation or natural or man-made objects (whether hidden or visible) located in or floating upon the river or on the river bank; 7) injury to a foot, ankle, knee or other part of a leg due to entrapment in a kayak/raft, or otherwise being trapped or crushed while in a kayak/raft; 8) foot or leg entrapment on the river bottom or entrapment due to lines or other gear in a kayak/raft; and 9) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back, including knee injuries while getting into or out of a kayak/raft, rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendonitis or other repetitive strain injuries.

**High/Low Angle Rescue Risks:** 1) hair, clothing, jewelry and other items on or worn by a participant may get caught or entangled in ropes or other equipment used in high/low angle rescues; 2) injury to a participant's extremities, torso, genitalia or head and contusions and abrasions due to falls using ropes or other equipment in high/low angle rescues; 3) injury to a participant's extremities, torso, or head, and contusions and abrasions due to hitting a building wall or rocks while rappelling; 4) muscular or skeletal injury, dislocation, sprain or strain, and due to lifting heavy objects or participants, or if stopped suddenly by safety devices in the event of a fall while rappelling; 5) being struck from above or from the side by rocks, branches and other objects in the environment, as well as by other participants or by rescue equipment being used or worn by participants; 6) choking or strangling if caught in rescue equipment, ropes, clothing or other objects worn by a participant; and 7) dirt or other foreign objects in a participant's eyes.

Furthermore, **Instructor/Rescue 3's** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements, the training environment, or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

I understand and acknowledge that the above lists of inherent risks are not complete or exhaustive, and that other risks known, or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness or disease, or damage to myself, to my property or to other third parties. I expressly accept those risks not specifically listed above as well.

### ACCEPTANCE OF RISKS AND RESPONSIBILITY

Being aware that participation in rescue training courses entails risks which could result in serious physical, mental or emotional injury or trauma, paralysis, death, drowning, illness and disease or damage to myself, third parties and my own or others' property, I expressly agree and promise to accept and assume all of the risks existing in rescue training courses, including but not limited to those listed above. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I fully understand that I may elect to not participate in any given activity at any time during the course of rescue training.

### LIABILITY RELEASE AND DISCHARGE

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless **Instructor/Rescue 3** from any and all liability, claims, demands or causes of action which may be in any way connected with my participation in this activity or the use of **Instructor/Rescue 3's** equipment or facilities, **including all such claims which allege negligent acts or omissions of Instructor/Rescue 3.**

### ADDITIONAL TERMS

Should **Instructor/Rescue 3** or anyone acting on its 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. I agree that substantive \_\_\_\_\_ (insert state name) law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in \_\_\_\_\_ County, \_\_\_\_\_ (insert county and state names). In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect. I understand that this is the entire Agreement between me and **Instructor/Rescue 3**, and that it cannot be modified or changed in any way by the representations or statements of any employee or agents of **Instructor/Rescue 3** or by me.

I understand that no major medical insurance benefits will be provided to me by **Instructor/Rescue 3** during this rescue training course. I certify that I have adequate health, accident and liability insurance to cover injury or 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 conditions.

### PHOTO/VIDEO/FILM RELEASE

I authorize Rescue 3 International including any entity or person certified or designated by Rescue 3, to use any and all photographs, video or film taken of myself during program training activities and related activities. I understand there will be no compensation to me. All negatives together with said prints, video or film are the Property of Rescue 3 International or the entity or person certified or designated by Rescue 3, solely and completely. I also waive any right to inspect or approve any photo, video or film taken during the course. I affirmatively release and discharge Rescue 3 International from responsibility for any distortion or manipulation, whether intentional or otherwise, of photos, video or film taken of me during the course.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT OR ANY 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 INSTRUCTOR/RESCUE 3 ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. 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.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Participant's Age: \_\_\_\_\_ or  (Check if over 18 years) Date: \_\_\_\_\_

Company/Organization Represented: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_