

Challenge Course Programs Participant Agreement

The Westminster Woods Challenge Course is designed for participants in relatively good health. Due to the nature of our course, we reserve the right to refuse participation to anyone. Westminster Woods is an isolated environment; immediate medical attention may not be available. You must read, understand, and sign the Voluntary Participation Agreement Form prior to participation.

Please review the following regulations:

- The maximum weight for our high elements is 250 lbs. We have no minimum age, weight, or height.
- You must wear sturdy, closed toed shoes.
- Participants under the age of 18 must have a parent or legal guardian sign the Voluntary Participation Agreement Form.

Attire and Preparation:

- Please wear comfortable clothing that protects your torso and legs from rubbing caused by the harness.
- Cameras are welcome on our course. You are solely responsible for transporting and securing your personal belongings while at WW.
- Loose, dangling jewelry and long hair should be secured. Rings, necklaces, bracelets, and personal electronics should be removed before participation.

Please inform your facilitator if you have any concerns (medical, physical, emotional, etc) about your participation.

If you have any of the following medical conditions it is strongly recommended you consult your physician prior to participation.

- Heart Disease or any cardiac condition that may require immediate medical attention
- Hemophilia
- You are taking any blood thinning medications
- Epilepsy
- Asthma
- Diabetes
- Insulin Dependent
- Severe Allergic Reactions
- Severe recent, recurring, or existing injuries.

You may not participate in Westminster Woods Challenge Course Programs if you are:

- Pregnant or think you may be pregnant
- Under the influence of any substance that might impair your judgment including alcohol, drugs, or prescription medications.

Voluntary Participation Agreement

Please read this document carefully. It must be signed by all participants prior to Westminster Woods Challenge Course Program Participation. If the participant is a minor, at least one parent or guardian must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor.

1. I, the undersigned participant, acknowledge that I have volunteered as a participant on the Westminster Woods Challenge Course, which is a physically and mentally demanding activity with inherent hazards and risks. I do not have any medical conditions which might create an unsafe risk to me or others who are participating in this activity with me. I have also read and understand the regulations, appropriate attire and preparations for participation listed above.

2. Acknowledgement of Risks

I understand that the Westminster Woods Challenge Course may expose participants to certain risks. I am aware that certain portions of the program may require mild to moderate physical exertion and that I may be asked to walk, run, stretch, climb, push, pull, and perform other rigorous and potentially risky or dangerous physical activities. These activities are conducted at heights up to 100 feet. Among hazards and risks of the activities and use of the premises and equipment are the following: falls; collisions; abrupt and possibly harmful contact with structures, objects, or other persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgment on the part of participants; the failures of structure or equipment; and the unpredictable forces of nature.

Participants may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height or falling, loss of balance, coordination and misjudgments including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and/or dizziness which may diminish reaction time and increase the risk of an accident. Injuries associated with participation may include bruises, abrasions, sprains, strains, and in extreme cases, fractures, emotional upset, anxiety, paralysis, and even death.

Participants acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. Participants acknowledge that this activity is purely voluntary and participate with full knowledge of the inherent risks in such activity.

OVER>>>>>>>>>>

3. Assumption of Risks

I understand that the Westminster Woods Challenge Course is a hazardous activity. I am voluntarily participating in this activity with knowledge of the danger involved. I hereby accept any and all risks of injury or death to myself or any minor children for which I am responsible, arising out of or in any way connected with the use of the Westminster Woods Challenge Course, the Westminster Woods Camp & Conference Center facility, and/or any one of the affiliated activities of Westminster Woods Camp & Conference Center.

4. Release and Indemnity

As consideration for being permitted to participate in Westminster Woods Challenge Course Programs, I hereby agree that I, my assignees, heirs, and/or as the parent/guardian of a minor participant, will release and hold harmless and not bring any claim or legal suit against Westminster Woods Camp & Conference Center, it's directors, managers, officers, agents, employees, and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by me or my minor child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable. I hereby waive the provisions of Civil Code 1542 for future unknown claims which are as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST ION HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury, or death brought on by myself or my child against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

5. Severability

If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.

6. Additional Provisions

I, an adult participant or the parent/guardian of a minor participant, authorize Westminster Woods Camp & Conference Center to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation.

Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of California, and any mediation or suit shall take place only in that State in the County of Sonoma.

I, on behalf of myself and any minor child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by Westminster Woods Camp & Conference Center for purposes it deems appropriate without compensation to me or the child.

I HAVE CAREFULLY READ THIS VOLUNTARY PARTICIPATION AGREEMENT FORM AND PARTICIPANT REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY IN WHICH I AM GIVING UP IMPORTANT LEGAL RIGHTS AND A CONTRACT BETWEEN MYSELF AND WESTMINSTER WOODS CAMP & CONFERENCE CENTER AND SIGN IT OF MY OWN FREE WILL.

Participant:

Name: _____ Signature: _____ Date: _____

Group Name: _____ Date of Program: _____

Relevant Medical Conditions: _____ Weight: _____

Phone #: _____ Cell #: _____ E-Mail: _____

Parent or Guardian: (if participant is under age 18)

Name: _____ Signature: _____ Date: _____

Phone #: _____ Cell #: _____ E-Mail: _____

Emergency Contact:

Name: _____ Phone: _____