



## **Participant Agreement** – Form Revised 5/28/2020

(Including Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity)

Please read this document carefully. It affects the legal rights of participants in the activities of Youth Dynamics (a Washington not-for-profit corporation operating in Washington, Oregon and Idaho and referred to herein as “**Youth Dynamics**” or “**YD**”) and their families in the event of an injury or other loss. It must be agreed to and signed by all adult (18 years and older) participants in the activities of Youth Dynamics. If the participant is a minor, it must be signed by at least one parent or legal guardian of that minor. The parent or guardian (each referred to below as “parent”) agrees and signs on his or her own behalf and, to the maximum extent allowed by law, on behalf of the minor child.

In consideration of the services of Youth Dynamics, I, the undersigned, acknowledge and agree as follows:

Activities and Risks: The activities of Youth Dynamics may include horseback riding and related equine activities, including sleigh and wagon rides; mountain biking, unicycling and skateboarding; whitewater rafting, inflatable kayaking and stand up paddle boarding; rock climbing, ice climbing, and mountaineering; backpacking, backcountry skiing, raft tobogganing, and camping, including winter camping; and high and low Challenge Course; sailing and long boating activities. Urban activities include tutoring, job training, bible studies, field trips, service projects, gym and other indoor and outdoor games and other youth centered activities. Participants will have free time, and may engage in other activities, some of which may not be supervised or scheduled. Youth Dynamics staff may terminate or modify an activity, or separate a participant from an activity if the participant appears to be a danger to himself or herself or to others.

The risks of these and other activities include: exposure to COVID-19; the unpredictable forces of nature including extreme heat and cold, avalanche, rockfall and lightning; river crossings; travel by motor vehicle to and from activities; falling, including while moving and climbing over ice and snow and other uneven and difficult terrain; the failure of communication and other equipment; the carelessness, including failure to follow instructions, of other participants and Youth Dynamics staff, and the acts of third persons (including hunters); altitude related illnesses; risks typically associated with operating or riding in watercraft including obstructions over and under the water, and being thrown from the watercraft; encounters with harmful plants, insects, reptiles, or animals; injury or illness, including altitude illness, in a remote environment where medical care may be significantly delayed; and the unpredictable nature of horses. The risks described above, and others, including the possibility of negligence of other participants and Youth Dynamics staff, are inherent to the activities, premises and equipment provided by Youth Dynamics – that is, they cannot be eliminated without discouraging active participation and destroying the essential nature and the social and instructional value of the activity. These and other risks, inherent or not, can be the cause of loss or damage to equipment or personal injury, illness, and, in extreme cases, permanent trauma and death. Environmental and weather related injuries and illnesses include frostnip, frostbite, hypothermia, heat exhaustion, heat stroke, hyponatremia, and dehydration, acute mountain sickness, pulmonary edema, and/or retinal hemorrhage, and drowning.

I am, or the child is, physically and mentally capable of participating in the activities of Youth Dynamics and I know of no condition that would cause me or the child to be a danger to ourselves or others. I acknowledge that the staff of Youth Dynamics has been available to more fully explain to me, and to the minor child, if applicable, the nature and physical demands of these activities and the inherent and other risks, hazards, and dangers associated with them.

Acknowledgment and Assumption of Risks: Understanding the nature of the activities and their risks and that unanticipated risks may be encountered, I, an adult participant, or parent, acknowledge and expressly assume all risks of the activities, whether or not described above, known or unknown, and inherent or otherwise. **If the injury or other loss occurs on U.S. government lands (including certain National Parks and Forests) whose rules or regulations are determined as a matter of law to prohibit the assumption of ALL risks, this assumption extends to inherent risks only.** Parent and minor Participant have discussed the activities and risks, and the minor understands the activities and risks and chooses to participate nevertheless.

**Release and Indemnity:** I, an adult participant, or parent (parent, signing for myself and to the maximum extent allowed by law on behalf of the minor participant) HEREBY AGREE TO RELEASE AND NOT TO SUE Youth Dynamics, Shepherd's Staff, and their respective directors, trustees and staff, including volunteers ("Released Parties") with respect to any and all claims of injury, disability, death, or other loss or damage to person or property, suffered by me or the minor child which arise in whole or part from my or the child's enrollment or participation in an activity of Youth Dynamics. I FURTHER AGREE TO INDEMNIFY (THAT IS, DEFEND AND PAY OR REIMBURSE ANY CLAIM OR JUDGMENT, INCLUDING COSTS AND ATTORNEYS FEES) THE RELEASED PARTIES and each of them from 1) any claim, including one brought by a member of my or the child's family, arising out of an injury to me or the child and 2) any claim of injury or loss brought by any other person, including a co-participant or rescuer, arising in whole or part from my or the child's conduct. These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party and include claims of breach of contract, products liability and otherwise. The agreements of release and indemnity are of no force or effect if the injury or other loss occurs on U.S. government lands (including certain National Parks and Forests) to the extent the rules or regulations applicable thereto are determined as a matter of law to prohibit such a release or indemnity.

**Other:** I consent to the use by Youth Dynamics of any photograph, picture, film, or video taken of or by me, or the minor participant, for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to the same.

In the event of a medical emergency, I hereby give permission to Youth Dynamics staff to administer or obtain medical treatment, which may include hospitalization, surgery, ordering of injection, administering of anesthesia, or taking of medication(s) for the minor participant or me. I authorize Youth Dynamics staff and the third party medical care provider to exchange medical information pertinent to the care sought. I agree to pay all the costs of rescue and medical services incurred on my or the child's behalf.

A suit or mediation arising from a dispute between a Released Party and me, or the child, or anyone acting on behalf of either me or the child, shall be filed and maintained exclusively in the State in which the loss occurred, and in the following county of that State: in Washington, Skagit County, in Oregon, Multnomah County and in Idaho, Ada County. Provided, however, I agree that a Released Party may at its option cause any suit or mediation filed in Multnomah or Ada County to be transferred to Skagit County, Washington. I, for myself and for the child, consent to the jurisdiction of the courts here specified under the circumstances described. In any event, and wherever the suit or mediation is filed, the substantive laws (not including the laws which may apply those of another jurisdiction) of the state in which an alleged loss occurs (Washington, Idaho or Oregon) shall apply to the interpretation of this agreement and to any dispute between me, or the minor participant, and a Released Party. I will pay all costs and attorney's fees incurred by Youth Dynamics or another Released Party in defending a claim or suit, to the extent the claim or suit is withdrawn by me or the child or a court or arbitration determines that Youth Dynamics is not responsible for the injury or loss.

This agreement is intended to be as broad and inclusive as is permitted by law. If any portion of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement applies to this and all future participation in events and activities of Youth Dynamics until canceled or replaced in writing.

I have read, understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Participant's Age

Signature: \_\_\_\_\_  
(Adult Participant's Signature *18 years & older*)

\_\_\_\_\_  
Date Signed

OR  
Parent/Guardian's Signature (of minor participant - *17 years and younger*)