



Acknowledgement and Assumption of Risks & Release and Indemnity Agreement
Please read and review this entire Document carefully!

Dear Participant and Parents,

The Acknowledgment and Assumption of Risks & Release and Indemnity Agreement represents a part of Appalachian Expeditions' (APEX) risk management practices. Please read the entire document carefully! The "Activities and Risks" and "Acknowledgement and Assumption of Risks" sections explain some of the activities participants will engage in, some of the inherent and other risks participants may face and possible outcomes, and contains your acknowledgment, acceptance, and assumption of risks. APEX cannot predict every possible scenario; we have simply listed numerous examples. We seek to inform you of the kinds of activities, risks, and possible outcomes participants will be facing. If you have questions or concerns, we expect you to contact us.

Why does APEX not promise a "safe program"? Because a "safe program" would mean not exposing participants to any risk. Participants are exposed to risk by things like mountain biking, whitewater rafting, and camping in the elements. APEX activities, such as these, have inherent and other risks and are part of our programs.

Inherent risks are those that are intrinsic to the activity; without inherent risks an activity loses its essential nature or benefit. For example, the risk of injury from traveling at fast speeds on a mountain bike increases as the speed increases, but the thrill of biking diminishes with less speed. We can mindfully balance the risks by wearing helmets and teaching skills and techniques such as braking, corner, and balance. While APEX staff or others can make judgments about some of the risks and consequences, there is no way to guarantee safety. Judgment is not infallible and misjudgment by APEX staff, participants or others is one of the most significant inherent risks.

The "Release and Indemnity Agreement" section releases and indemnifies APEX from certain claims made against APEX. APEX does not seek this protection with regard to gross negligence or willful or wanton misconduct. ***APEX does seek protection from negligence and all inherent and other risks, including misjudgment.*** APEX seeks this protection because of the litigious climate in our society today. The prospect of lawsuits, before judges and juries who may or may not understand APEX programs is a real and significant issue for all outdoor programs. APEX is reserving the right to invoke these documents as we see fit. This is the result of circumstances that neither you nor APEX created. If you are uncertain about the meaning or significance of this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement, you should consult an attorney before signing. Our hope is that you have confidence in APEX. If you do not have this confidence, you should not come or send your child on a APEX program. Please contact me directly with questions or concerns.

Sincerely,

Alex Snyder
Executive Director
alex@appalachianexpeds.org
717-873-7509



Please read and review this entire Document carefully!

Introduction:

Please review this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. The participant must sign this Document. If participant is under 18yrs. of age (hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians, or both (hereafter collectively "parent" or "parent/s"), if available, must also sign. In consideration of the services of the Appalachian Expeditions Inc., and its officers, trustees, advisors, board members, employees, agents, representatives, physician advisors, apprentices, volunteers, member schools and all other affiliated persons or entities (individually and collectively referred to in this Document as "APEX") in allowing me/my child to participate, ***I (participant and parent/s of a minor participant) acknowledge and agree as follows:***

Activities and Risks:

Participating (whether attending, observing or actively participating) in APEX educational, instructional, recreational and/or adventure activities includes risks. Activities can take place in West Virginia, including on and around the APEX premises, or in other locations in the U.S. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") associated with these activities can cause injury, damage, death or other loss to participant or others. Some, but not all of the activities**, which may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, or occur as independent opportunities (e.g. trips with subcontractors) (collectively referred to in this Document as "activities") include:

Travel and living in rustic, rural and/or remote mountainous and wilderness settings:

- Transportation 15 passenger vans & other vehicles
- Wilderness first aid and rescue, real and simulated
- Building fires, splitting firewood, cooking
- Use of liquid fuel (gasoline) stoves and lanterns
- Work or service projects using hand & power tools
- Independent travel or solo time (without direct supervision)
- Backpacking, camping, rock climbing, belaying, rappelling, skiing, canoeing, whitewater rafting, biking, swimming, horseback riding, sports, games, athletic activities
- Participant leadership opportunities (by peers or self)
- Participant socializing and other activities during class time, free, unscheduled and/or independent time, or any other time
- Leadership & supervision by APEX staff, interns or subcontractors
- Sustained walking, hiking, running, carrying, and lifting
- Use of any equipment, facilities or premises



Some, but not all of the risks that participants may or will be exposed to include:

- Misjudgments by self or others, including APEX staff
- Inappropriate conduct or negligence by self, others, or APEX staff
- Participant's mental, physical, or emotional condition/s (known or unknown, disclosed or undisclosed) combined with participation
- Stressful and emotionally intense wilderness experiences
- Unpredictable weather, extreme cold & heat, storms & lightning, rain, snow, hail
- Unmarked or obscured hazards on land or in water
- Moving water in streams & rivers, whitewater, difficult stream crossings, flash floods
- Steep slopes, difficult terrain, downed trees
- Falling: rocks, ice, snow, branches, and trees
- Mud or rock slides
- Unpredictable animal behavior (wild or domestic)
- Failure or misuse of equipment (whether participant's own, or borrowed, rented or purchased from APEX or other source)
- Gas explosion or fire; contaminated water or food or food allergens
- Wireless communication devices that are unreliable in all settings
- Occasional one-on-one supervision by staff; no supervision during sleeping hours
- Remote locations, hours or days from help causing delays or complications in communication, evacuation or medical care
- Dangerous road or travel conditions and transportation problems
- Falling down or slipping, being submerged in water or debris
- Animals, insects or microorganisms: stings, bites, poisoning, & blows
- Other risks associated with educational, instructional, recreational &/or adventure activities

These and other activities and risks can result in (for example):

- Falls, being struck, or colliding with objects or people
- Experiencing vehicle or boat capsize or collision
- Drowning or suffocation
- Becoming lost or disoriented
- Injuries due to heat, cold, heavy exertion
- Unusual/unknown or known illness, infection or disease: long or short term, including animal/insect borne or contagious diseases
- Gastrointestinal problems or allergic reactions; Dehydration
- Broken bones, concussions, wounds, cuts, burns
- Property damage or loss
- Heart or lung complications
- Mental/emotional trauma, temporary or permanent
- Other injury, damage, paralysis or other permanent disability, death or loss

Again, please note that we are providing a description of some risks that may or may not be encountered on and APEX trip. We cannot and do not attempt to list every possible scenario.



I (participant and parent/s of a minor participant) further acknowledge and agree:

- To read all APEX information received; review, complete and sign the required forms and paperwork and abide by the terms of those documents (e.g. Enrollment Agreement and Medical Forms);
- APEX staff are and have been available, should I have questions about the nature and physical demands of these activities and the associated risks. Parent/s give permission for their child to participate in all APEX activities and agree to discuss the nature of these activities and risks with their child;
- APEX contracts with individuals or organizations who are independent contractors (not its employees or agents) to conduct some of the activities participants may engage in. APEX does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- APEX requires helmets or other safety gear for some activities. Use of safety gear may prevent or lessen injuries in some instances but is not a guarantee of safety, and injuries can occur even with the use of this gear;
- **If participant is borrowing, renting or purchasing new or used equipment from APEX, the equipment comes "AS-IS," and APEX disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) with regard to the equipment. Participant agrees to inspect all equipment before use and notify APEX of any apparent problems or defects with the equipment.**

Acknowledgment and Assumption of Risks:

Information provided above is not complete, other unknown or unanticipated activities, risks or outcomes may exist and APEX cannot assure participant's safety or eliminate any of these risks. All participants share in the responsibility for their own well-being. **Participant is voluntarily participating with knowledge of the risks, and can do so without causing harm to himself/herself or others. Therefore, participant (and parent/s of a minor) assumes and accepts full responsibility for participant for the inherent and other risks (both known and unknown and described above or otherwise) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of a minor) resulting from those risks, including the risk of participant's own negligence or other misconduct.**

Release and Indemnity Agreement:

Please read carefully! This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and, if my child is a minor, for and on behalf of my participating minor child) agree as follows:

(1) to release and agree not to sue APEX, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in APEX activities. I understand and I agree here to waive all claim/s I or my child may have against APEX, bind my/my child's estate and any family member/heir/other party bringing claim/s and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against APEX as a result of any injury, damage, death or other loss suffered by me/my child;

(2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) APEX, with respect to any and all claim/s: a) brought by or on behalf of me, my child, my spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in APEX activities; and/or, b) brought by a co-participant or any other person for any injury, damage, death or other loss to the extent caused by my/my child's gross negligence, or willful, wanton or criminal misconduct, in the course of participating in

