



Dear Participants,

Please read this entire document thoroughly. It must be signed by all participating parties. If participant is a minor (under the age of 18 in most states) at least one parent or guardian must also sign on behalf of the minor.

Introduction

Hulbert Outdoor Center (HOC) offers various types of field programming. No matter the length or type of your course we want you to be fully aware of the risks involved. By signing this document you understand that by participating in a Hulbert program you will live, camp and travel in the outdoors. Activities may include white-water canoeing, sea kayaking, backpacking, swimming, skiing, rock climbing, foreign travel and van transportation. All program activities involve risks, including risks that are inherent. *Inherent risks* are those that are integral to the very nature of the activity and that cannot be eliminated without destroying the unique character of the activities. Without the inherent risk, the activity would lose its essential nature.

Activities

Many of HOC's activities are in remote wilderness settings, defined as more than an hour away from definitive care. It is important that participants and parent(s) of minors understand the risks (hazards or dangers) associated with some activities. Although HOC seeks to manage the risks, it does not provide a guarantee of safety. Some but not all activities include:

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|----------------------------------------------------|---------------------------------------|
| Traveling and living in remote wilderness settings | Travel in a foreign country |
| Camping, cooking on stoves, fire building | Transportation in a 15 passenger van |
| Canoeing, sea kayaking, swimming | Portaging, backpacking, rock climbing |
| Snow shoeing, skiing, winter camping | |

Risks

Some, but not all, of the inherent or other risks of activities that participants may encounter include:

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| Unpredictable weather | Unmarked or obscured hazards |
| Moving water, whitewater, currents, waves | Overuse, athletic injuries |
| Falling rocks, ice, snow and trees | Uneven terrain, steep slopes, downed trees |
| Collapsing snow shelters, avalanches | Dangerous road conditions |
| Improper hygiene | Theft |
| Failure of equipment, despite reasonable maintenance | Animal hazards: stings, bites, poisoning, and blows |
| Misjudgments by self, others, HOC staff, contractors or volunteers | |

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

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|----------------------------------------------------------|-----------------------------------|
| Falls, being struck, or colliding with objects or people | Drowning |
| Experiencing vehicle capsize or collision | Becoming lost or disoriented |
| Injuries due to heat, cold, heavy exertion | Broken bones, wounds, cuts, burns |
| Illness: long or short term, gastrointestinal problems | Property damage or loss |
| Mental/ emotional trauma, temporary or permanent | Allergic reactions |

The Hulbert Outdoor Center, of the Aloha Foundation, Inc., does not carry any medical insurance on any participant. In participating or allowing my child to participate in this program, I recognize my responsibility, through appropriate insurance or otherwise, to cover all expenses.

Appropriate safety gear and procedures for specific activities are reviewed with participants. Nonetheless, there are risks and responsibilities inherent in outdoor activities which must be assumed by the participants, in that they may find themselves in physically and/or mentally demanding circumstances beyond what they might ordinarily choose. In the event of illness or injury in the back country, evacuation procedures may be delayed up to several days due to location and mode of travel.

OVER

Participants Name: _____

Please Print

ASSUMPTION OF RISK

I (Participant and parent(s) of a minor):

Understand that the activities and risks described may not be complete and additional risks, inherent or otherwise may be encountered. Other activities, organized or not, and authorized or not, may arise and lead to injury or loss.

Have thoroughly read and understand the information which I have received or been directed to, and have not been coerced or rushed into reading.

Understand that Hulbert Outdoor Center cannot assure a participant's safety or eliminate the risks of the program and that each participant shares the responsible for their own safety.

Recognize that I am voluntarily participating, with understanding of associated risks, and can do so without causing harm to myself or others.

Understand that Hulbert Outdoor Center will employ independent contractors for certain services and is not responsible for those entities and will not supervise their activities.

Understand that due to the remoteness of our programs, the use of communication devices is not always reliable. Evacuations due to injury or illness may take up to several days to be accomplished.

Understand the risks associated with such programming and incidents could result in damage to property, serious injury, disability, and, although, highly unlikely, even death.

If participant is a minor, I have discussed the activities and their risks with him or her, who understands the activities and their risks, that some risks cannot be anticipated, and voluntarily choices to participate.

RELEASE and IDEMNITY

I hereby release and forever discharge The Aloha Foundation, Inc., The Hulbert Outdoor Center, its staff, directors, trustees, agents and representatives from all claims, liabilities and losses asserted by or on behalf of me or the minor participant for any and all injury, loss or damage resulting directly or indirectly from my or the minor participant's enrollment or participation in an activity of Hulbert Outdoor Center.

I hereby indemnify Released Parties against any claim by a member of my, or the minor participant's family, or by other person, arising in whole or part from an injury or other loss suffered by me or caused by me, or by the minor participant, in connection with my, or the minor participant's, enrollment or participation in any activity of Hulbert Outdoor Center.

These agreements of Release and Indemnity include claims of and liabilities for the negligence of a Released Party but not the intentional wrongs or the gross negligence of a Released Party.

Any portion of this Agreement deemed unlawful or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect.

I certify that I have thoroughly read and understand the above carefully before voluntarily signing. I am aware that this is a release of liability and shall be effective and binding upon me, my participating minor and our family.

Participant Signature

Date of Birth

Date

Parent or Guardian Signature

Date