



Mountain Adventure Tours Assumption of Risk

Please fill out completely and sign all applicable forms. We will also need a photocopy of your current medical insurance card.

Participants Name: _____ Age _____
Participant _____ Cannot swim at all _____ is a marginal swimmer _____ a strong swimmer
_____ may walk home from camp _____ needs to wait to be picked up
_____ gets car sick _____ does not get car sick

Doctor _____ Phone _____

Medical Insurance Company _____

Policy Number _____

Are there any medical conditions that Mountain Adventure Tours staff should be aware of? If so, please explain _____

Are there any known allergies? If so, please explain _____

I _____ hereby name any Mountain Adventure Tours Staff, legal guardian of my child _____ during the time they are enrolled in any Mountain Adventure Tours camp activities. They may take any measures needed to keep my child safe and in the case of and injury they may sign as my child's guardian.

Parent Signature

Date



Mountain Adventure Tours Child Release Agreement

I _____ hereby give Mountain Adventure Tours Inc., the absolute right and permission, with respect to the photographs/video that have been taken of my child, in which I may be included with others:

- (a) To copyright the same in their own name or any other name that they may choose.
- (b) To use, re-use, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs/video, in any medium and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion and advertising and trade, and Plum TV
- (c) To use my child's name in connection therewith if they choose.

I hereby release and discharge Mountain Adventure Tours from any and all claims and demands arising out of or in conjunction with the use of the photographs/video, including any and all claims for libel. This authorization and release shall also ensue to the benefit of the legal representatives, licensees and assign of Mountain Adventure Tours and well as, the person(s) for whom they took the photographs/video.

parent Signature

Date

If the child is under the age of 18 years, the following section must be completed.

I hereby certify that I am the parent or guardian of _____, the child named above, and I do give my consent without reservation to Mountain Adventure Tours to use, re-use, publish or re-publish any image or video of above child.

Signature of Parent or Guardian

Date



Car Seat Policy

Please Fill out each blank for each child attending Mountain Adventure Tours

Child's Name #1 _____ MAT Program _____
Child's Name #2 _____ MAT Program _____
Child's Name #3 _____ MAT Program _____

Idaho Law

W 46.61.687 and 1994c100s1 are each amended to read as follows:

- If the child is more than 1 but less than 4 years of age or weighs less than 40 lbs but at least 20 lbs, the child shall be properly restrained in a forward-facing child safety seat.
- If the child is less than 6 but at least 4 years of age or weighs less than 60 pounds but at least 40 pounds, the child shall be properly restrained in a child booster seat;
- If the child is 6 years of age or older or weighs more than 60 pounds, the child shall be properly restrained with the motor vehicle's safety belt properly adjusted and fastened around the child's body or an appropriately fitting booster seat;

____ **My Child less than 4 years old or less than 40 lbs and should be in a car seat.**

____ **My child is less than 6 years old or less than 60 lbs but more than 40lbs should be in a booster seat.**

____ **My child is more than 6 years old or more than 60 lbs**

Mountain Adventure Tours does not provide car or booster seats. Your child cannot ride in the van or bus without the proper safety seating.

I understand that Mountain Adventure Tours is using 15 passenger vans to transport my child to the various camp activities.

Parent's Name (Printed)

Parent's Signature

Date



Agreement for Participation Release and Discharge, Acceptance of Responsibility and Acknowledgment of Risk

This document affects your legal rights. You **must** read and understand before initialing or signing it.

Name of Participant _____ Date _____
Parent or Legal Guardian _____
Address _____ Phone _____

I, the legal guardian of the above-named person who is under 18, in consideration of the services of Mountain Adventure Tours, the rate charged for those services, and the right to engage in these activities as a participant, hereby acknowledge, agree, promise and covenant with Mountain Adventure Tours and all other persons or entities, and release and discharge Mountain Adventure Tours and all other persons or entities, on behalf of my self, my heirs, assigns, personal representatives and estate as follows:

Acknowledgment of Risks

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant bears certain known risk and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against Mountain Adventure Tours or claims against me by spectators or other third parties. Among these risks are the following:

(1) the nature of the activity itself [particular risks of activity]; (2) the acts or omissions, negligent in any degree, of Mountain Adventure Tours, its agents or employees, and other persons or entities; (3) latent or apparent defects or conditions in equipment, (animals) or property supplied by Mountain Adventure Tours, or other persons or entities; (4) use or operation, by myself or equipment (or animals) supplied by Mountain Adventure Tours, or other persons or entities; (5) acts of other participants in this activity, employees and agents of Mountain adventure Tours, or other persons; (6) weather conditions; (7) contact with plants or animals; (8) my own physical condition, or my own acts or omissions; (9) condition of roads, trails, waterways or terrain, and accidents connected with their use; (10) first-aid, emergency treatment or other services rendered; (11) consumption of food or drink; (12) [behavior, death or disease of animals.]

I understand and acknowledge that the above list is 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 spectators or other third parties. I expressly accept those risks not specifically listed above as well.

Acceptance of Risk and Responsibility

Being aware that this activity entails risks or injury to myself and a risk or injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to spectators or other third parties and their property arising from my participation in this activity. 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 have read this page, and initial to show that I understand and agree _____



Release

I hereby voluntarily release and forever discharge Mountain Adventure Tours, its agents or employees and other persons or entities from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically yet not limited to the negligence acts or omissions of Mountain Adventure Tours, its agents or employees and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or my property. I further agree, promise and covenant to hold harmless and indemnify Mountain Adventure Tours, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred on connection with claims for bodily injury or property damage which may neglect or intentionally cause to spectators or other third parties in the course of my participation in these activities.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Mountain Adventure Tours, its agents or employees, and all other persons or entities, for injury, death, illness or disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claim asserted against me by spectators or other third parties. **IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST MOUNTAIN ADVENTURE TOURS, OR ITS OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.**

Acknowledgement of Effect of this Release Agreement

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Mountain Adventure Tours, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligent in any degree, of Mountain Adventure Tours, its agents or employees, and all other persons or entities.

I understand and acknowledge that by signing and/or initialing this document, I have assumed responsibility and legal liability for the claims and or other legal demands, including defense costs, which may be asserted by spectators and other third parties against me as a result of my participation in these activities.

PARTICIPATION INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION

I understand and acknowledge that no minor medical insurance benefits will be provided to me during these activities. I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage that may incur while participating in this event and to cover any bodily injury or property damage caused by a third party as a result of my participation in these events. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

ENTIRE AGREEMENT

I understand that this is the entire agreement between myself and Mountain Adventure Tours, its agents or employees, and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of Mountain Adventure Tours or by me.

My signature below indicates that I have read this entire document, understand it completely, and agree to bound by its terms.

Signature of Parent or Guardian

Date

Signature of Participant