



**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Coyote Coast Youth & Family Counseling, Inc. DBA Coyote Coast, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CC"), I hereby agree to release, indemnify, and discharge CC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, backpacking, fishing, golfing, skateboarding, bowling, wood carving and various fitness activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the hazards of walking on uneven terrain; slipping and falling; falling objects; being struck by the equipment; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exhaustion; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; pinches, scrapes, twists and jolts; bruises, strains, tears, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; musculoskeletal injuries including head, neck, and back injuries; organ damage, nerve damage; water hazards; accidental drowning; being impaled by a fish hook; the negligence of other visitors, participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; my own physical condition, and the physical exertion associated with this activity. Traveling to and from activities raises the possibility of any manner of transportation accidents.

Furthermore, CC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CC's equipment or facilities, **including any such claims which allege negligent acts or omissions of CC.**

4. Should CC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against CC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.



By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CC on the basis of any claim from which I have released them herein.

**AUTHORIZATION TO TRANSPORT**

I, as parent or legal guardian, authorize Coyote Coast to provide transportation to and/or from activities as a part of the Activities program associated with Group Therapy &/or Mentoring Services. I understand I will be notified in advance of any specific activities associated with group therapy and that insurance coverage is provided according to law for both group and mentoring services.

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone number where I can be reached during activities or mentoring: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by CC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date: \_\_\_\_\_