

# Participant Agreement

(Including assumption of risks and agreements of release and indemnity.)



**Group/School Name:** \_\_\_\_\_

In consideration of the services of Camp Horizons, LC, a Virginia limited liability company doing business as The Outdoor Learning Center at Horizons ("The Center"), I, an adult (18 years of age or older) participant in the activities of The Center, or the parent or legal guardian of a participant who is a minor, acknowledge and agree as follows:

**The Program:** The activities (sometimes referred to below as "the program") of The Center include the following: caving, hayrides, challenge course (high and low), horseback riding, rock climbing, hiking, mountain biking, canoeing, and tubing, moving about the premises of The Center or other activity site, and motor vehicle transportation to and from activity sites.

**Risks:** These activities and others will expose participants to risks, including the following: slips, falls, pinches, scrapes, twists, and jolts that can result in bruises, sprains, burns, lacerations, and fractures and in extreme circumstances even death. During the program, participants may also come in contact with plants or natural creatures that can create hazards such as allergies, bites, scratches, and ingested or injected toxins. Activity surfaces may be unstable, slippery, or steeply sloped. Environmental conditions and terrain may be cold, hot, wet, exposed, constricted, strenuous, and dark, and can involve height, remoteness, and deep or fast water. Participants may be transported to activity sites, exposing participants to the possibility of collisions and other motor vehicle-related accidents. Inasmuch as activities are conducted in groups with numerous active participants, individual attention is not always possible and, on rare occasion, other Participants and staff of The Center may act carelessly and, as a result, may cause injury to other participants. Regarding equine activities, § 3.2-6202B of the Virginia Code (Chapter 62- Equine Activity Liability) directs The Center to give the following notice of the intrinsic dangers of equine activities:

"Intrinsic dangers of equine activities" means those dangers or conditions that are an integral part of equine activities, including: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; and (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability."

**COVID-19 and other Communicable Diseases:** The Center has put in place preventative measures to reduce the spread of COVID-19 and other communicable diseases ("Disease"). The Center, however, cannot guarantee that I will not become infected with a Disease.

**Assumption of Risks:** The risks described above, and others, are intrinsic, or inherent, in The Center activities; that is, they cannot be eliminated without destroying the unique character of the program. I acknowledge and assume full responsibility for any injury or infection of Disease that may result to me or to the minor child as a result of the inherent or other risks of the program, whether or not described above, and for my (or the minor child's) negligence while participating in the program or otherwise being on or moving about the premises of The Center or other activity site. If I am the parent or legal guardian of a minor participant, I represent that I have discussed the risks with the minor, who understands them and wishes to participate nevertheless, and I consent to his or her participation.

**Agreements of Release and Indemnity:** To the fullest extent allowed by laws of the Commonwealth of Virginia, including the Equine Activity Liability Act of the Virginia Assembly, I for myself and, if the participant is a minor, on behalf of that minor, release and agree not to sue The Center, its owners, officers, directors, and staff (Released Parties) with respect to claims of injury or death, infection of Disease, property loss or damage resulting in whole or part from my, or the minor's, being enrolled or otherwise participating in an equine program of The Center. In addition, I agree that I shall indemnify and hold harmless the Released Parties and each of them from all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly, any and all injuries, infection of Disease or damages (including, without limitation, death) to persons or property arising out of my or my minor child's enrollment or participation in activities of or at The Center, and all losses, costs, damages and expenses (including, without limitation, attorney's fees and other costs of defending against such claims, suits, actions and proceedings).

To the extent allowed by law, these agreements of release and indemnity include claims, injuries, infection of Disease or damages (including, without limitation, death) which result from, or are claimed to have resulted from, in whole or in part, negligence, but not the gross negligence or willful misconduct, of a Released Party, and shall be effective and binding upon myself, the minor participant, if any, and our respective heirs, personal representatives, estates, and family members.

Group/School Name: \_\_\_\_\_

**Governing Law and Forum Selection:** This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles. Should any disputes arise between the parties relating to my or my child's participation in activities at The Center, including but not limited to personal injury, property damage, or any provision of this Agreement, any such disputes shall be resolved in the Harrisonburg/Rockingham County General District Court, or, if the Harrisonburg/Rockingham County General District Court does not have jurisdiction over the dispute, by binding arbitration in Harrisonburg, Virginia. All parties waive trial by jury.

**Other:** I authorize The Center to utilize any photo/video or any other media containing images/sounds of me (or, if applicable, the minor participant) for promotional or other use, without compensation to me or the child.

I agree that any dispute, including any lawsuit brought by me or by or on behalf of the minor child, and the interpretation of this Agreement, shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflicts-of-laws principles that would require the application of another law.

I have completed the **Medical and Special Needs** section, below, accurately and to the best of my knowledge. I represent that that I am (or the minor child is) physically capable of participating in the program.

If the participant is a minor: I appoint The Center and its employees and agents as my agent to make health care decisions on behalf of the minor participant during the period that he or she is involved in activities sponsored by The Center. I agree to be responsible for costs of medical treatment given pursuant to this authorization.

**Medical and Special Needs:** This section is to alert and enable The Center program staff to any medical or special needs, to enable them to modify program elements where appropriate. (Please print responses).

Emergency Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_

Primary Care Physician: \_\_\_\_\_ Physician Phone #: \_\_\_\_\_

The following is a list of any relevant physical limitations including allergies (to what, reaction and medical attention required), disabilities, medical restrictions, recent illnesses, injuries or operations, and ongoing health conditions (heart issues, high or low blood pressure, diabetes, epilepsy, etc.), and special needs of which the program staff should be aware.

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If any portion of this Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remainder shall nevertheless remain in full force and effect.

Name of Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Adult Participant Signature: \_\_\_\_\_

Parent or Legal Guardian Signature (for minor): \_\_\_\_\_

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