



The NdaKinna Education Center



REGISTRATION FORM

Course Name: _____ Course Date: _____

Participant's Name: _____ DOB: _____ Sex: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ E-mail: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Phone: _____

Please list the following information (mark N/A if not applicable):

Allergies? _____

Medications? _____

Dietary restrictions? _____

If you carry medical insurance, list the insurance company or provider: _____

Describe your current physical fitness and level of activity: _____

Participant signature: _____ Date: _____

Signature of parent or guardian (if participant is under 18): _____

Printed name of parent or guardian: _____ Date: _____

EMERGENCY MEDICAL RELEASE

In case of an emergency – if the above listed emergency contact cannot be reached, I _____ give permission to hospital medical staff to administer medical treatment to the above mentioned participant.

Signature: _____ Relation: _____

SURVEY

How did you hear about this program? _____

Past training (at NdaKinna or elsewhere)? _____

What other programs would you like to see at NdaKinna? _____

PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of The Ndakinna Education Center and Azban, Inc., 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 "NEC"), I hereby agree to release, indemnify, and discharge NEC, 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 a wilderness skills program (hiking, camping, backpacking) 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: slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat-related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; improper lifting or carrying; and risks associated with consumption of food or drink. As well, accidents or illnesses can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, NEC 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 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 NEC 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 NEC's equipment or facilities, *including any such claims which allege negligent acts or omissions of NEC.*
- 4. Should NEC 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 NEC, I agree to do so solely in the state of New York, and I further agree that the substantive law 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 document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property 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 NEC on the basis of any claim from which I have released them herein. 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: _____

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 NEC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NEC 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: _____