



**Wallowa Resources/
Wallowa Mountain Institute**
200 W North St., Enterprise, OR 97828 (541) 426-8053

PARTICIPANT AGREEMENT

Acknowledgement and Assumption of Risk and Release of Liability Agreement

For all adult (18 years or older) and child (under parental or legal guardian supervision) participants in Wallowa Resources education and adventure activities

Please read this entire document carefully before signing.

In consideration of the services of the Wallowa Mountain Institute (WMI), the education and outreach branch of Wallowa Resources, Inc., and its agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'WR'), **I agree as follows:**

Activities and Risks

While WMI has taken what it believes to be reasonable steps to provide appropriate equipment and skilled staff and contractors for its educational and outreach program activities, these activities have risks, including certain risks that cannot be eliminated without destroying their unique character. **The inherent and other risks, hazards and dangers of these activities can cause injury, property damage, illness, mental or emotional trauma, disability or death.** WMI wants its participants to know in advance what to expect and to be informed of the activities' inherent risks.

The following describes WMI activities and some, but not all, of those risks. WMI activities vary from program to program, and include driving in remote locations on improved and unimproved roads, hiking and backpacking, ascending and descending rugged terrain, river and stream crossings, service programs including the use of small non-motorized hand tools, scientific sampling of bodies of water and others. Program participants may camp, work and travel in the out of doors, where they are subject to numerous risks, environmental and otherwise. Some activities occur in remote places. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed. Risks and hazards include burns, cuts, sprains, breaks, diarrhea and flu-like and other illnesses, falling timber and other risks and hazards, some of which may be serious, associated with activities in a wilderness setting.

Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Risks and possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Equipment may fail or malfunction despite reasonable use and maintenance. Meals may be prepared over gas stoves and open fires

Decisions are made by the instructors and co-participants in a remote, and sometimes wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

The description above of the risks of WMI activities is not complete and other unknown or unanticipated risks may result in loss of property, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities. Participants have responsibilities for managing the risks to themselves and others. The staff of WMI has been available to more fully explain to participants the nature and physical demands of these activities and the inherent and other risks associated with this activity. Participants acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

Acknowledgment and Assumption of Risks

I, an adult Participant, understanding the nature of the activities and their risks, and that other risks may be encountered, acknowledge and expressly assume all risks of the WMI activities, whether or not described in this document, known or unknown and inherent or not.

Agreements of Release and Additional Provisions

I, an adult participant, agree as follows:

I release and discharge (agreeing to make no claim, and not to sue) Wallowa Resources, Inc., Wallowa Mountain Institute, and their respective agents, employees, trustees, officers, directors and owners (individually and collectively referred to as "Released Parties") from all claims of injury or loss which I may suffer, arising out of or in any way connected with my enrollment or participation in an activity of WMI.

This agreement of release includes loss or damage caused or claimed to be caused, in whole or in part, by the negligence of a Released Party. I understand that in signing this document I surrender, for myself the right to make a claim or file a lawsuit against a Released Party for personal injury or property damage, wrongful death, or otherwise, except in cases of intentional wrongs or the gross negligence of a Released Party.

Additional Provisions

Participant and Parent have read and understand, in addition to this Participant Agreement, the following: The WMI website and other general information, terms, application and program information, Medical Form, and Acknowledgment of Risk forms and Waivers, if any, from contractors

Medical professionals have verified that Participant has no past or current physical or psychological condition that might adversely affect his or her participation in these activities, other than as described on the Medical Form. Participant is fully capable of participating in this activity, without causing harm to himself, herself, or others.

WMI may obtain or provide emergency hospitalization, surgical or other medical care for Participant. In case of emergency, I, Participant, understand that WMI staff members are authorized to administer first aid and engage the services of a physician, dentist, or hospital if they deem it reasonable and necessary.

Participant authorizes WMI and/or parties designated by WMI to use photos, videos, recordings, statements and written reports which may include the participant or be taken of or by the participant, in any manner WMI desires, for advertising, display, educational, audiovisual or other use.

The Acknowledgments and Assumptions of Risks, Agreement of Release, these additional provisions, and all other aspects of Participant's relationship with WMI, contractual or otherwise are governed by the laws of the State of Oregon, but not that state's "conflict of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of relating to Participant's enrollment or participation in this course or any other dispute with WMI or other Released Party must be filed or entered into only in Wallowa County, in the State of Oregon.

If Participant has any legal dispute with WMI or other Released Party which cannot be settled through discussion between the parties, they will attempt to settle the dispute by mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Oregon courts as qualified persons for mediation assignments. To the extent mediation does not result in resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association of Oregon. Participant will pay all costs and attorney's fees incurred by WMI or other released party in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that WMI or other Released Party is not responsible for the injury or loss.

If any portion of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement may not be amended except by written instrument signed by all parties.

Participant has read, and understands and accept the terms and conditions stated herein and acknowledge and agree that this agreement shall, to the fullest extent allowed by law, be effective and binding upon them, their respective heirs, assigns, personal representatives and estates and all members of Participant's family.

PLEASE SIGN

TRIP: _____ **TRIP DATE:** _____

PARTICIPANT NAME _____ **PHONE (____)** _____

PARTICIPANT ADDRESS _____

PARTICIPANT SIGNATURE _____ **AGE** _____ **DATE** _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN _____ **DATE** _____