

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY, AND RELEASE FROM LIABILITY  
("RELEASE")**

I, \_\_\_\_\_, on behalf of myself [and my minor child, \_\_\_\_\_](referred to individually and /or collectively as "Participant") hereby agree as follows:

**NATURALISTS AT LARGE** and its authorized agents, employees, and representatives (referred to herein, collectively, as "NAL") provide organization, supervision, instruction, equipment and supplies for participation in its programs. However, there are significant elements of risk in any adventure, sport or activity associated with the outdoors, including environmental education, hiking, backpacking, ropes courses, rock climbing, boating or swimming, that may be carried out in the course of participating in this or other NAL programs (referred to herein as "Activity" or "Activities") and the use of any related equipment. Any or all of these or other activities may involve physical contact with employees and/or other participants. NAL uses independent contractors and leases independent lodging facilities for some services and accommodations. NAL does not assume any responsibility for any losses or injuries caused by acts or omissions of such persons or entities.

**BASIC DESCRIPTION OF PROGRAMS AND RISKS:** NAL programs include camping in tents, stays in cabins or other lodging facilities, excursions, environmental education, hiking, backpacking, ropes courses, rock climbing, boating, swimming, eating meals while on trails, skiing, snowshoeing, staying one or more nights at a remote site away from camp, shelter building, service activities, games, snorkeling, night snorkeling and other nighttime activities, camp fires and one day programs. Participants may camp in NAL-provided tents or cabins and may assist NAL personnel in food preparation.

**ACKNOWLEDGMENT OF RISKS:** Participant recognizes the fact that there is inherent danger, foreseeable and unforeseeable, in these types of Activities. These risks may result in serious injury or loss of life, and include, but are not limited to, falling on uneven terrain or other surfaces, cold weather related injuries and other injuries or illnesses resulting from extreme weather conditions, excessive sun exposure, exposure to allergens, anaphylaxis, heat related illnesses, altitude related sickness, "acts of nature," accidents resulting from river crossings, fordings, travel (including travel to or from the Activity), animals, insects, plants and vegetation, equipment failure, varying wind, water, and weather conditions, vector exposure, water-related hazards from snorkeling, canoeing or other similar activities, and problems arising from a participant's loss of balance or inability to follow directions. Participant acknowledges that he/she and/or his/her child may suffer accidents or illnesses in remote places where there are no available medical facilities. Participant can lessen the inherent risks posed by the Activities by carefully adhering to the equipment lists and following the directions provided by NAL. Participant understands that during part of NAL's programs, minor Participants will be under the supervision of teachers, chaperones and other adults who are not NAL employees and who have not been selected, and are not supervised, by NAL. Participant agrees NAL is not responsible for the acts or omissions of any such individuals.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** PARTICIPANT HEREBY ACKNOWLEDGES AND ASSUMES THE ABOVE-DESCRIBED INHERENT AND OTHER RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES ORGANIZED BY NAL, AND UNDERSTANDS THAT THESE ACTIVITIES CAN BE HAZARDOUS AND INVOLVE THE RISK OF SEVERE INJURY OR DEATH. In recognition of the various risks relating to the Activities which Participant will engage in, both foreseeable and unforeseeable, Participant confirms that he/she and/or his/her child is[are] physically and mentally capable of participating in all Activities and/or using all equipment. Participant acknowledges that during the Activity he/she and/or his/her child may experience symptoms such as fatigue, chill and/or dizziness, which may diminish his or her reaction time or increase the risk of an accident. My/our participation is voluntary and Participant hereby assumes all risks and full responsibility, on behalf of all parties including myself, my child, and/or my child's heirs and assigns.

**WAIVER AND RELEASE FROM LIABILITY:** ON BEHALF OF MY CHILD, MYSELF, MY CHILD'S OTHER GUARDIANS AND MY CHILD'S HEIRS AND ASSIGNS, I/PARTICIPANT HEREBY ASSUME ALL RISKS AND FULLY AND FOREVER WAIVE, RELEASE AND DISCHARGE NAL AND ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, INDEPENDENT CONTRACTORS, INSURERS, AGENTS AND ALL OTHER PERSONS, FIRMS, ASSOCIATIONS OR OTHERS WHO ARE OR MAY BE LIABLE IN ANY WAY ("RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND DAMAGES OF WHATEVER KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, GENERAL, SPECIAL, COMPENSATORY AND PUNITIVE DAMAGES, FOR PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE OR WRONGFUL DEATH ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY OF THE ACTIVITIES. PARTICIPANT SHALL NOT, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES, BRING ANY CLAIM, DEMAND, LEGAL ACTION AGAINST AND/OR SUE THE RELEASEES FOR ANY ECONOMIC OR NON-ECONOMIC LOSS DUE TO BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ANY ENHANCEMENT OR INCREASE IN THE INHERENT RISKS OF PARTICIPATING IN THE ACTIVITIES.

**MEDICAL AUTHORIZATION:** I hereby authorize any medical aid or treatment deemed necessary in the event of any injury or illness while participating in the Activity. I either have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my or my child's behalf. I agree to hold NAL harmless for any and all costs or liabilities so incurred.

**AUTHORIZATION REGARDING USE OF IMAGES/RECORDINGS AND OTHER MATERIALS:** In connection with our participation in the Activities, Participant consents to the recording of our physical likeness[es] and/or voice[s] through mechanical, photographic, technical, digital, electronic or other means that now exists, or may in the future exist, including without limitation still photography, motion pictures, videotape, audiotape, digital imaging, audio, and video ("Recordings"). Participant hereby consents to and authorizes NAL and its designees, successors and assigns to use, in perpetuity, throughout the universe, and in all now known and hereafter existing media, and in any language, such Recordings, as well as our names, for any purpose, including advertising, promoting, exploiting and/or publicizing the Activities and/or NAL, as well as for archival and other purposes. Participant further agrees that the foregoing includes the consent to use any artwork and/or testimonials created by Participant, our physical likenesses in any form, including, without limitation, a photograph, picture, artistic rendering, silhouette, composite, distorted representation or other reproduction by photograph, film, tape, digital recording or otherwise, and Participant waives any claim he/she/they may have in connection with the Recordings. In addition, Participant agrees that once any such materials are submitted, such material shall become the property of NAL.

**HOLD HARMLESS:** Except with respect to the gross negligence or willful misconduct of the Releasees, Participant hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions and/or causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them, or any of them, which arise in any way out of the actions of the Releasees, including the active or passive negligence of the Releasees while Participant is engaged in the Activities.

**DISPUTE RESOLUTION AND WAIVER OF RIGHT TO JURY TRIAL:** Any dispute arising between Participant and any of the Releasees arising from participation in the Activities, and/or concerning the formation, validity, interpretation or effect of this Agreement (an "Arbitrable Dispute"), including, but not limited to, any claim for breach of contract or covenant (express or implied), any tort claim (including claims for personal injury, emotional injury, illness, bodily harm or death) and/or any claim related to damage to or loss of property, must be submitted to arbitration. The selection of the arbitrator and the arbitration proceeding shall be conducted in accordance with the then-current JAMS Comprehensive Arbitration Rules and Procedures, and California law shall be applied by the arbitrator. Unless otherwise mutually agreed between the parties or prohibited by law, the arbitration shall take place in or near the county of Ventura, California. Arbitration pursuant to this paragraph shall be the exclusive remedy for any Arbitrable Dispute. The arbitrator's decision or award shall be final and binding, fully enforceable and subject to an entry of judgment by a court of competent jurisdiction. Should any party bound by this Agreement attempt to resolve an Arbitrable Dispute by any method other than arbitration pursuant to this paragraph, the responding party shall be entitled to recover from the initiating party all damages, expenses and attorney's fees incurred as a result.

**SEVERABILITY AND INTEGRATION:** This Release is intended to be as broad and inclusive as is permitted by law and if any portion hereof is found by any arbitrator or court of competent jurisdiction to be invalid or unenforceable, or

inconsistent with any statute or regulation pertaining to the National Park Service or the use of federal lands, any such portion shall be limited to the extent necessary to comply with such law or regulation, or, if necessary, shall be severed herefrom and the remainder of this Release shall, nonetheless, continue in full legal force and effect. This Release shall remain in full force and effect for all Activities or any portion thereof which do not occur on property controlled by a governmental agency that prohibits such releases. No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by Participant and NAL.

**NAL ACTIONS:** I realize that NAL, as a provider of goods and/or services, may find it necessary to terminate an Activity, whether due to forces of nature, medical necessities, problems in the group or other reasons that NAL, in its discretion, deems prudent. I also realize that NAL may refuse or terminate the participation of any person NAL, in its sole discretion, judges to be incapable of meeting the rigors or requirements of participating in the Activity. I accept NAL's right to take such actions with respect to my child and other participants.

**I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY, AND RELEASE, FULLY UNDERSTAND ITS CONTENTS, AND AM SIGNING IT VOLUNTARILY. I HAVE HAD ANY QUESTIONS CONCERNING THE PROGRAM AND ACTIVITIES ANSWERED TO MY SATISFACTION. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING CONCERNING THIS RELEASE AND UNDERSTAND THAT IN THE EVENT OF ANY ISSUE REGARDING ANY TRANSLATION OF THIS RELEASE, THE ENGLISH VERSION OF THIS RELEASE SHALL CONTROL.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Signature of Participant/Parent  
or Guardian

\_\_\_\_\_  
Signature of Participant/Parent  
or Guardian

\_\_\_\_\_  
Date