

Creation Encounter of Design Science Association

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT Participant's Acknowledgement of Risk

I wish to participate in recreational activities to be made available to participants of the

(Name and date of trip): _____

Although ***Creation Encounter*** has taken reasonable steps to provide you with safe and appropriate equipment, vehicles, and skilled guides so you can enjoy this outing, we wish to remind you that this activity is not without risk. We do not want to frighten you or reduce your enthusiasm, but we think it is important for you to be informed in advance of some of the inherent risks. The following describes some, but not all of those risks.

- a) Accidents can occur while in, on, or around the vehicle
- b) Accidents can occur while on hiking excursions:
 - (1) some areas to explore can be steep, wet, icy, slippery, and/or rocky
 - (2) participants can slip or fall during a hike, resulting in injury or death
 - (3) poisonous plants, insects, or animals can be encountered with detrimental effects to participants such as illness, shock or death.
- c) Accidents can occur while swimming, boating, or with other water activities
- d) Accidents can occur while camping or around a campfire.
- e) Exposure to the natural elements can be harmful:
 - (1) inclement weather, heat, dehydration, hypothermia, higher altitudes, etc.
 - (2) outdoor living – sleeping on the ground, using camp toilet facilities, eating meals out-of-doors, drinking unsafe water, etc.

I understand that this description of risks is not complete, and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility both for the risks identified above, and for those risks not specifically identified. I assume any and all risk arising from the above activities and waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against ***Creation Encounter and Design Science Association***, its members, officers, employees, agents, sponsors, volunteers or representatives of any kind (collectively “Releasees”) arising from my voluntary participation in the activities. I understand this Waiver, Release and Indemnification Agreement means, among other things, that if I am injured or die as a result of my participation in any of the activities, I and/or my family or heirs cannot sue Releasees for damages relating to or caused by my injuries or death.

Sign: _____

I possess the following qualifications, which I understand are prerequisites for participation in this activity:

1. I will exercise good judgment, and will opt out of any activities which any preexisting physiological impairments might make too difficult, or will unreasonably increase my chance of injury or death.

2. I certify that my physical condition allows me to participate in activities described above that I do not choose to opt out of.

I certify that I am fully capable of participating in this Activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, loss of personal property, and expenses thereof as a result of those inherent risks and/or of my negligence in participating in this activity.

I have read this Waiver, Release and Indemnification Agreement, have asked and received answers to any questions I had concerning its meaning, and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights.

This form must be signed by each participant 18 years and older. If you are a parent or guardian signing for minor children (17 years and younger), please list all names and ages below.

Print Adult Names with Signatures below:

Print Names of minors & ages: _____

Emergency contact & phone number: _____

List any medical or allergy conditions that might effect you on the trip:

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