

LEAVE NO TRACE CENTER FOR OUTDOOR ETHICS
COURSE PARTICIPANT ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISKS, RELEASE, AND
INDEMNITY AGREEMENT

For all Leave No Trace course participants: Please read this document carefully.

Leave No Trace Center for Outdoor Ethics ("the Center") is an educational non-profit dedicated to the responsible enjoyment and active stewardship of the outdoors by all people worldwide, focusing its education efforts on ways for human-powered recreational visitors to reduce their impacts on the natural area and the experience of others, by developing and distributing educational curriculum and materials. Leave No Trace does not teach, oversee, or conduct specific courses, but provides other organizations with individuals certified as Level 1 and 2 course instructors, including the materials to teach the Center's curriculum. The Center has no control over specific course content; course conduct; scheduling; training of course Instructors, or the quality of their training or expertise unless the course instructors are certified through the Center's Course Instructor Certification Program. In any event, the Center does not control Instructor conduct and the Center does not warrant or guarantee the quality or expertise of any course or individual instructor. **Participants are advised to independently review and examine the qualifications of individuals or organizations providing Leave No Trace courses.**

The Center welcomes your interest in and devotion to the Leave No Trace program. The role of the Center is to provide educational curriculum to course instructors. Likewise, the Center is available as a resource for you as you go forth and spread the Leave No Trace word. If you have questions or concerns about Leave No Trace, vis-à-vis your course, please contact the Center at the number below. Thank you for your interest in promoting Leave No Trace. 800.332.4100; www.LNT.org.

Course Participant Acknowledgment Of Risks,
Assumption Of Risks, Release, And Indemnity Agreement ("Agreement")

For purposes of this Agreement, references to the Center shall include the Leave No Trace Center for Outdoor Ethics, its respective members, participants, volunteers, agents, employees, subcontractors, and all other persons or entities acting in any capacity on behalf of the Center. By your signature below, you acknowledge this Agreement is enforceable against you, your spouse, significant others, children, parents, siblings, heirs, assigns, personal representatives, and estate as follows:

1. The Center courses provide participants with information and techniques so that they may engage in minimum-impact outdoor ethics and principles. Those who successfully complete a Leave No Trace course can then teach others about outdoor ethics; however, the Center recommends that anyone interested in teaching complete the Center's certification course. The Center's courses focus on outdoor ethics but do not teach traditional outdoor skills such as mountaineering, river crossings, camping, backpacking, horse packing, rafting, etc. However, some of the courses will be taught in an outdoor or wilderness setting. Activities vary, but may include, without limitation, hiking, camping, rafting, and horseback riding. Participants should have basic outdoor skills before attending a course.

2. **In any Center course, including courses taught by Center staff, there are Inherent and other risks associated with the course(s). Some of the hazards and dangers may result in hypothermia, dehydration,**

frostbite, drowning, falling, high altitude sickness, colliding with objects or people, heart or lung problems, broken bones, burns, property damage, illness, physical or emotional trauma, or other injuries, disability, damage, death, or loss. The following are some, but not all, of the most common risks, hazards, and dangers that may be associated with any course(s):

- a. **Risks present in an outdoor environment.** These risks include travel in mountainous or wilderness terrain, both on and off trails. While traveling in these areas, risks may include: hazards that may not be marked, the weather is unpredictable year around, lightning, rapidly moving rivers/whitewater, falling rocks, snow and ice, high altitudes, avalanche dangers, fallen timber, stinging insects, poisonous snakes, wild animals, hazardous plant life, among others;
- b. **Risks involved in horseback riding.** Horses (including donkeys or mules) are unpredictable in all circumstances. They may react to the environment and the conduct of other riders and persons. Equipment may break, saddles may slip, and other riders may not be able to control their animals;
- c. **Risks connected with cooking and camping chores.** While camping, participants may cook over a gas stove or an open fire and are subject to the risk of gas explosion or burns. Participants may need to disinfect water before use;
- d. **Risks in staff decision-making and conduct.** Course instructors have difficult jobs to perform. They are concerned about safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, they may misjudge the weather, terrain, water level, or route location. Participants are encouraged to ask questions of the individual instructor(s) of the course to learn the associated risks and safety precautions employed;
- e. **Risks associated with travel.** Travel may be on foot, or by vehicle, boat, or other means, and may be over difficult terrain or via lakes and rivers, in adverse weather conditions;
- f. **Risks connected with geographic location.** Remote locations may create difficulties in communication and transportation and delays in evacuation and medical care;
- g. **Risks regarding equipment.** Equipment used in an activity may break, fail or malfunction;
- h. **Risks regarding conduct.** It is possible that the instructor, course participants, or third parties (for example, a driver, rescue personnel, hospital staff, etc.) may act negligently or recklessly.

3. **By voluntarily agreeing to participate, I assume and accept responsibility for the inherent and other risks of these activities (both known and unknown), for any injury, damage, death, or other loss I (or my child) may suffer resulting from such risks and resulting from my (or my child's), and other's negligence or other misconduct.**

4. **I agree to forever release, waive, and discharge the Center, and agree not to pursue a claim or sue the Center, from any liability, claim, or expense in any way associated with my (or my child's) participation in the Center's course. Neither I nor anyone acting on my (or my child's) behalf will make a claim against the Center because of any injury, illness, damage, death, or loss. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence, whether active or passive, of the Center to the fullest extent allowed by law (but not for gross negligence) and includes claims for injury, property damage, wrongful death, breach of contract, or any other type of suit.**

5. **I further agree to defend and indemnify the Center (to pay or reimburse the Center for money the Center is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of me, my child, a family member, personal representative, estate, a co-participant, or any other person for any claims related to my (or my child's) participation in the Center's course. This indemnity includes payment for attorney's fees and costs incurred by the Center in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Center is not liable for the injury or loss.**

6. If the Center's courses or any portion of the courses are conducted In National Parks or certain National Forest lands, the Addendum for Courses in National Parks and Certain National Forest Lands shall apply and be Incorporated herein by this reference.

7. I certify that I have adequate insurance to cover any injury or damage I (or my child) may cause or suffer while participating, or else I agree to bear the costs of such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition I (or my child) may have. I hereby authorize the Center, or anyone acting on its behalf, to seek medical treatment for me (or my child).

8. I agree that the substantive law of Colorado (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or suit I have (or my child has) with the Center. Any mediation, suit, or other proceeding must be filed only in Colorado. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in effect.

9. I consent to having any photograph of myself and my family members taken during the course used, published, or sold (without compensation to me or them) by the Center.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN, AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Participant Signature _____ Print Name _____
Address _____
Email Address _____
Telephone 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) (the "Minor") being permitted by the Center to participate in its activities and to use its equipment and facilities, I warrant that I am the parent or guardian of the Minor and that I have the authority to make decisions as to the Minor's participation in recreational activities. **I HEREBY CONSENT TO THE MINOR PARTICIPATING IN THE COURSE, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH ME AND THE MINOR.**

Parent or Guardian Signature _____ Print Name _____
Address _____
Telephone Phone _____ Date _____

Participant Signature _____ Print Name _____
Address _____
Email _____ Phone Number _____ Date _____

Participant Signature _____ Print Name _____
Address _____
Email _____ Phone Number _____ Date _____

Participant Signature _____ Print Name _____
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