



PARTICIPANT AGREEMENT

(INCLUDING ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS & AGREEMENTS OF RELEASE & INDEMNITY)

_____ Participant Name _____ Date

Please read this document carefully. It must be signed by all participants and a parent or guardian if the student is a minor. "Participant" includes adult and minor students, unless indicated otherwise.

In consideration of the services provided by The Climbing Connection, I agree, for myself (and for the minor student if I am signing as a parent or guardian), to the following:

ACTIVITIES AND RISKS

I understand that The Climbing Connection clinics and trips take place primarily in outdoor spaces, but may also include indoor classrooms. Activities vary from clinic to clinic and can include, but are not limited to, camping, hiking, mountain biking, rock climbing, mountaineering on steep, and uneven terrain. I further understand and acknowledge that the activities of the courses have risks, some of which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities and promote our educational objectives can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability or death. The following describes some, but not all, of the inherent risks of The Climbing Connection trips and clinics:

- Activities may be strenuous, physically and emotionally.
- Trips/Clinics may occur in remote places. They occur on lands open to the public and exposed to the acts of persons not associated with TCC and who may pose risks. In the event of an emergency, communication and transportation may be difficult and evacuations and medical care may be significantly delayed.
- Physical activities include, but are not limited to, walking, hiking, hiking with weight, including crossing rivers on foot; climbing cliffs and steep slopes. At times students will be in close physical proximity to one another or instructors.
- Environmental risks and hazards include, but are not limited to, harmful insects, snakes, predators, and large animals; falling and rolling rock; lightning, falling timber; weather which may change to extreme conditions quickly or unexpectedly; and other forces of nature such as, but not limited to, earthquakes, landslides, and wildfire.
- In the event of camping, participants will prepare their own meals over portable gas stoves and open fires (not provided). Water may require disinfection before use. Students with food allergies or sensitivities may come in contact with offending food types.
- Injuries may include, but are not limited to, burns, cuts, skin infections, sprains, strains, fractures, frostbite, sunburn, and other injuries from slips, falls, lifting and exposure to the

environment. Illnesses may include, but are not limited to, allergic reactions, hypothermia, heatstroke, dehydration, communicable and other infectious diseases from insects, animals, or people such as diarrhea, flu-like or respiratory illness, and other debilitating or life-threatening conditions including COVID-19 and other diseases caused by coronaviruses.

- Equipment may fail or malfunction.
- Participants are responsible for their own transportation to and from trip/clinic locations. This travel is not supervised by TCC.
- Decisions made by the instructors, other staff (including volunteers), contractors and students will be based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, and medical conditions.
- There may be times during the trip/clinic that participants are not supervised and operate independently.
- The Climbing Connection is not responsible for participants, including minors, before and after their course (per stated beginning and ending dates and times or for early departure due to evacuation, expulsion, or separation).
- During the trip or clinic, between the stated start and end dates and times, participants are considered to be "participating" in their clinic/trip. Participation includes, but is not limited to, involvement with activities, time spent at rest and while sleeping, and during formal clinic time. However, TCC cannot continually monitor the behavior and activities of participants and participants must accept responsibility for themselves and others and accept the risks, whether or not under the direct supervision of TCC staff.
- The Climbing Connection trips and clinics are instructional in nature. Students accept the risks of instructional activities, which are intended to challenge students to expand their skills and judgment.

I have read and understand the general information about The Climbing Connection and its trips/clinics on the The Climbing Connection website which includes, but is not limited to, TCC Risk Appetite Statement, TCC Positive Learning Environment, Trip Eligibility Requirements TCC Waiver, Packing lists specific to your trip/clinic, Pre trip Questionnaire, Participant Agreement, and the Medical Form. I am aware that TCC staff have been available to more fully explain the nature and physical demands of the activities in which I (or the minor student) will be engaged, and certain inherent and other risks of my trip/clinic.

ACKNOWLEDGMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

I understand and acknowledge that the description above ("Activities and Risks") of the inherent risks of The Climbing Connection trips/clinics is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in injury, illness, death, or property loss. I acknowledge that my (or the minor student's) participation in this TCC trip/clinic is purely voluntary, and I wish to (or have the minor student) participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risks described above and all other inherent risks of my (or the minor student's) TCC trip/clinic as well as any

other risks of enrolling, participating in, or being present on a TCC trip/clinic. For activities that occur on National Park Service land and to the extent required by law, the above acknowledgement and assumption of risks is limited to assuming only the inherent risks.

AGREEMENTS OF RELEASE AND INDEMNITY

I hereby forever release, hold harmless and agree not to sue The Climbing Connection, its officers, trustees, agents, and staff including employees, volunteers and interns (“Released Parties”), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death, or otherwise, suffered by me (or by a minor student for whom I sign), arising in whole or part from my (or the minor student’s) enrollment, participation, or presence on a Climbing Connection trip/clinic. I agree further to indemnify (“indemnify” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties against any claim by a member of my (or the minor student’s) family, a rescuer, another student, or any other person, arising in whole or part from an injury or other loss suffered by or caused by me (or by the minor student), in connection with my (or the minor student’s) enrollment, participation in, or presence on a Climbing Connection trip/clinic. This release and indemnity includes any and all claims arising before or after the course or during any free time. These agreements of Release and Indemnity are intended to be enforced to the fullest extent permitted by law and include claims of negligence, but not claims of gross negligence or intentionally wrongful conduct. Nothing in this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement shall be interpreted as me (or the minor student) releasing The Climbing Connection from liability for injuries, damage, death, or other loss to me (or the minor student) or others that may occur within the jurisdiction of the National Park Service and U.S. Forest Service Region Four and is caused by The Climbing Connection’s negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to The Climbing Connection’s judgments and decisions, or The Climbing Connection’s failure to take reasonable precautions to ensure it provides me (or the minor student) with safe and defect-free equipment.

OTHER PROVISIONS

I have verified with my (or the minor student’s) physician and/or other medical professionals, or otherwise satisfied The Climbing Connection, that I have (or the minor student has) no past or current physical or psychological condition that might affect my (or the minor student’s) participation on the course, other than as described on the health form submitted to The Climbing Connection. I understand my health form will be viewed, as necessary, by The Climbing Connection staff, course instructors, and certain other staff. I am (or the minor student is) able to participate without causing harm to myself (or to themselves) or to others. The medical information given to The Climbing Connection is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the trip/clinic, TCC will be informed of any medical condition that has not been previously disclosed or any changes in medical conditions or medications. I understand that The Climbing Connection’s admission of me (or the minor student) to the course is not intended as a representation that TCC staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical

condition. The responsibility for determining a student's health status is not The Climbing Connection's but, rather, the participant's, guided by family (if applicable) and the participant's health care provider. However, The Climbing Connection reserves the right to refuse admission or remove a participant from a course for any reason it deems is in the best interests of the participant or trip.

The Climbing Connection is authorized to obtain or provide emergency evacuation, hospitalization, surgical or other medical care for me (or for the minor student). I understand that situations may arise in which third-party medical care is not available and which require The Climbing Connection staff to provide first aid and possibly more advanced procedures, employing wilderness first responder training. Any third-party medical care provider is authorized to exchange pertinent medical information with The Climbing Connection. Costs associated with medical services, including evacuation, shall be borne by me.

I understand that The Climbing Connection will gather student feedback for program improvement, including routine post-trip questionnaires with the expectation that sources remain anonymous in any publication of these findings.

The Climbing Connection may from time to time use the services of private contractors for certain tasks, including, for example, transportation to and from course areas or in the event of an evacuation from the field. The Climbing Connection is not responsible for the acts or omissions of such contractors.

I agree to be responsible for any damage I (or the minor student) may cause to The Climbing Connection gear. The Climbing Connection is not responsible for loss, theft or damage to a participant's personal belongings.

If during my TCC course I voluntarily withdraw, The Climbing Connection reserves the right to notify a parent, guardian, or emergency contact person.

Any dispute between me (or the minor student) and The Climbing Connection will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the state in which the trip/clinic takes place. Any mediation or suit shall occur or be filed only in the State of Massachusetts. If any part 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.

The student and the parent(s) or guardian of a minor student have read this page and the previous 4 pages of this document and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors, and administrators. Any modifications of this agreement must be approved by The Climbing Connection in writing.

_____ Participant Signature
_____ Age _____ / _____ / _____ Date

Signed If the student is under 18 years of age (or if the student is a resident of Alabama and is under 19 years of age) (or if the student is a resident of Mississippi and is under 21 years of age), at least one parent or guardian must also sign. I agree for myself, and on behalf of the minor student, to all of the terms in this agreement. I have legal authority to act on behalf of the minor student.

_____ Parent/Guardian Signature
_____ / _____ / _____ Date