

## **Assumption of Responsibility, Release of Liability, and Agreement of Indemnification**

This form must be read, understood, and signed before any applicant may participate in adventure challenge programs provided by Next S.T.E.P.S. Adventure Education and Training, LLC.

### **Description of Activities**

Adventure challenge programming includes educational activities that are designed to engage participants in active, hands-on learning. A program may include any or all of the following.

1. **Adventure Games.** Fun, cooperative games with low physical risk, designed to break down barriers and inhibitions among group members, usually in preparation for other program activities.
2. **Group Initiatives.** Challenging activities with varying degrees of physical and emotional risk, some of which may require physical spotting to reduce the incidence of injury. Activities may range from low-risk (passing a ball in a pattern around a circle) to high-risk (climbing a 12-foot wall with assistance from other group members). Initiatives give a group practice in collaboration, problem-solving, communication, and leadership sharing; and are particularly valuable for building a greater sense of community among members.
3. **Low Ropes and Trust Activities.** These activities invite group members to practice giving and accepting emotional and physical support. All events require spotting to reduce the risk of physical injury and include such activities as trust falls, rope swinging, close-to-the-ground tightrope walking, and lifting and carrying by group members. Many of these events may form the basis of a group initiatives challenge.
4. **High Ropes.** A challenging obstacle course, usually 15 to 50 feet above the ground, and requiring the use of technical safety equipment to minimize the risk of physical injury. A high ropes course invites participants to test their emotional and physical limits, and the experience usually provides dividends in the form of greater self-confidence and self-respect.
5. **Climbing Structure.** A structure, often in the form of a tower, that provides simulated technical rock climbing opportunities. Technical safety equipment may be required, and participants may be taught a range of technical skills. The challenges and potential outcomes are similar to those encountered on a high ropes course.
6. **Zip Line.** A high cable traverse using safety harnesses and associated hardware. Zip lines may be exit points from high ropes courses and climbing structures, or they may be standalone events. Riders are challenged to grapple with such issues as the difficulty of taking first steps and the risks of accepting new challenges.

All of these adventure challenge activities will be led by staff who are trained to guide participants toward their desired educational outcomes and who have the necessary skill and experience to manage the associated risks of physical and emotional injury. The challenges presented will be tailored to the maturity, skill level, health, and physical abilities of the participants. Most activities can be adapted so as to include participants with a range of physical disabilities and health problems. No participants will be *forced* against their will to attempt any activity or portion of an activity, but all will be *encouraged* to try their best to meet the challenges they are presented.

### **Medical Concerns**

Though most adventure challenge activities can be adapted to participants with physical disabilities and medical problems, including those who are part of otherwise robust and healthy groups, the necessary modifications can be made only if the staff in charge are properly informed. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems may all impair the safety and well being of participants on the course, as may certain psychological and psychiatric conditions. Participants with underlying medical problems that put them at greater risk of injury or illness during a challenge course program must carefully consider those risks before choosing to participate, and they must fully inform program staff prior to the beginning of the program or at any point during the program when it becomes clear to them that such information should be provided.

### **Inherent Risks**

Serious injuries are quite uncommon in adventure challenge programming, but the risk of injury is there. A number of risks are inherent to adventure challenge programming. These are risks that cannot be eliminated without changing the essential nature and educational value of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma. The physical risks range from small scrapes and bruises to broken bones, neurological damage, and—quite rarely—death. Injuries may be a natural consequence of the activity undertaken, they may result in spite of the best efforts of staff to

prevent them, and they may result from negligence or bad judgment by staff. In all such cases, they are inherent to the program and must be accepted by those who choose to participate.

### Participation Agreement

The parties to this agreement are Next S.T.E.P.S. Adventure Education and Training, LLC, of Bloomfield Hills, Michigan ("Provider") and the individual named below ("Participant"). *Please provide all information requested.*

Name \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ (Day) \_\_\_\_\_ (Evening)

Group Name \_\_\_\_\_ Scheduled Date \_\_\_\_\_

In consideration of the adventure challenge programming which I and my group have contracted for with Provider, I the undersigned Participant agree as follows:

1. I understand the nature of the activities that I will be engaging in as described above.
2. I have fully informed Provider of any medical conditions that might put me at undue risk for injury or illness as a consequence of my participation in Provider's programs.
3. I understand that there are risks of injury and death associated with these activities.
4. I understand that these risks are inherent in the activities and cannot be entirely reduced or eliminated from the activities.
5. I acknowledge and voluntarily assume the risks of injury and death associated with these activities, including those which may result from the actions of other participants or from staff negligence.
6. I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation in Provider's programs, including the costs of evacuation, hospitalization, and medical treatment.
7. I therefore release and hold harmless Provider from any liability for claims that may arise out of or relate to my participation in Provider's programs, including claims for Provider's negligence. I assert my right, however, not to release Provider for claims of gross negligence or willful injury.
8. I further agree not to sue Provider for any damages arising out of or relating to my participation in Provider's programs.
9. For myself, my family, heirs, representatives, and any other person claiming through me, I release, hold harmless, and indemnify Provider and Provider's agents and representatives for any sums which may be payable to anyone by reason of any injury or loss of life that I may sustain through my participation in Provider's programs, and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs that may be due for claims made against Provider.
10. I agree that the laws of the State of Michigan shall govern this agreement and that the courts with jurisdiction in Ann Arbor, Michigan, shall have jurisdiction in any dispute that may arise between Participant and Provider.
11. I agree that should any part of this Agreement be judged invalid by a court with proper jurisdiction that all other parts not so judged shall nevertheless remain valid and in effect.
12. I have read, fully understand, and hereby agree to the terms of this agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Agreement by Parent or Guardian of a Minor Child

I am the parent or guardian of the minor child whose signature appears above. I have discussed the terms of the above Agreement with my child and believe that my child fully understands the Agreement and has freely accepted its terms. I give my child permission to participate in the adventure challenge programs to be provided by Next S.T.E.P.S. Adventure Education and Training, LLC, and I further agree for myself to abide by all of the terms of my child's Agreement as if I were myself the Participant to whom it applies.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_