



Red Bird Counseling LLC

ACKNOWLEDGEMENT OF RISK FOR BACKPACKING, CAMPING, AND HIKING

On any camping/day hiking/ backpacking trip, the risks you may encounter include but are not limited to the following:

1. Accidents can occur while hiking: trails are often steep, rocky, and/or slippery; some hikes involve crossing streams, where footing can be awkward; participants can slip, trip, or fall during a hike, resulting in injury or death. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, as well as environmental risks.
2. Environmental risks include rapidly moving, deep or cold water, insects, snakes, and predators, including large animals, poisonous plants; falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice.
3. You may experience extremely cold conditions, which can lead to injury from frostbite or death from hypothermia.
4. You may experience extremely hot conditions, which can lead to heat stroke or heat exhaustion, which can lead to serious illness or death.
5. Hikers may become lost, especially in low-visibility weather conditions, which may lead to prolonged exposure to heat or cold, lack of food or water, and other hazardous environmental conditions.
6. Meals are prepared over gas stoves and sometimes open fires. Water often requires purification before use. Attendant hazards may include: burns, cuts, and flu-like illness.
7. Decisions are made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and asked to look out for the safety of other members of their group.
8. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

I, the undersigned, have read and understand the above Acknowledgment of Risk for Backpacking, Camping and Hiking.

Participant Name (print): _____

Parent or Guardian (if Participant is under 18): _____

Signature: _____ Date: _____



Red Bird Counseling LLC

CONTRACT, INDEMNIFICATION, RELEASE AND WAIVER

IMPORTANT: THIS IS A LEGAL DOCUMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT AND RELEASE INCLUDES A RELEASE OF CLAIMS. A COPY OF THIS RELEASE CAN BE USED AS IF IT WERE AN ORIGINAL.

Red Bird Counseling LLC has done everything possible to assure that our guests have a rewarding experience so you can enjoy an activity for which you may not be skilled. We wish to inform you, however that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. It is also possible that some participants may suffer mental anguish or trauma from the experience or their injuries. Red Bird Counseling LLC does not want to frighten you or reduce your enthusiasm for this activity, but believes it is important for you to know in advance what to expect and to be informed of the inherent risks. The attached form describes some, but not all, of those risks.

In consideration of the services of Red Bird Counseling LLC, employees and agents (hereinafter collectively referred to as "Red Bird Counseling LLC"), I agree as follows:

I am aware that **CAMPING/HIKING/BACKPACKING** entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake the activity. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified including transportation to and from the activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge receiving and reading the **CAMPING/HIKING/BACKPACKING** Acknowledgment of Risk information sheet. I understand that it is incorporated herein and made a part of this document.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Red Bird Counseling LLC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I agree that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of ordinary negligence on the part of Red Bird Counseling LLC or of my negligence in participating in this activity. I also understand that in order to be allowed to participate in this activity and/or to receive instruction in **CAMPING/HIKING/BACKPACKING**, I must give up my rights to hold the above named Red Bird Counseling LLC liable for any harm that may result from my participation in this activity.

In consideration of being permitted to participate in the above listed activity, I agree to indemnify and hold harmless Red Bird Counseling LLC their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Red Bird Counseling LLC, their agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Red Bird Counseling LLC or my family, myself, or my heirs, against Red Bird Counseling LLC arising out of participation in this activity.

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I agree to the site of any lawsuit and the law governing any such lawsuit shall be Alabama and governed by Alabama law. The terms of this agreement shall continue and be in effect after the activity has ended. As liquidated damages, I hereby agree that if Red Bird Counseling LLC is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay Red Bird Counseling LLC costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. I have adequate health, disability and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, and acknowledge the risks and liability for myself, and my family in participating in the agreed activity on

This _____ day of _____
(Day of event) (Month & Year of event)

Address: _____

City / State / Zip: _____

Phone #: _____

In case of emergency please contact: _____ **Phone:** _____

I carry medical insurance. Provider: _____ Group No. _____

I do not have any medical condition that would prevent our participation in this activity.

Participant Signature Printed Name Date

FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN A PARENT OR GUARDIAN MUST SIGN BELOW
In signing this document for my minor child I agree to pay any and all costs and attorney fees incurred by Red Bird Counseling LLC in the event that Red Bird Counseling LLC is forced to defend any action, lawsuit, or litigation brought by my minor child.

Guardian or Parent Signature Printed Name Date