

Organization _____

INNER QUEST, INC.
www.InnerQuestOnline.com
703-478-1078

Participant Agreement
(Including Assumption of Risk and Agreements of Release and indemnity)

Welcome to your Outdoor Adventure program with INNER QUEST! Please read this document carefully. It affects your legal rights in the event of an injury or other loss. It must be signed by all adult (eighteen years and older) participants and by a parent or guardian of a minor participant. The parent or guardian, referred to in this document as Parent, agrees to these provisions for himself or herself and on behalf of the minor child.

In consideration of the opportunity to participate in activities of INNER QUEST Inc. ("INNER QUEST") I, an adult participant or Parent of a minor participant, acknowledge and agree as follows:

Activities, Risks and Responsibilities

Our programs are designed to foster self-discovery, confidence, teamwork, communication, and group process skills. The program may involve Rockclimbing and Rappelling, Canoeing, Kayaking, Caving, Challenge Course and other related outdoor activities incorporating physical, mental, and social challenges. INNER QUEST activities may include climbing over obstacles, walking on cable bridges and riding on our Zip Wire and/or Giant Swing. Activities will require periods of physical exertion, balancing, exposure to heights (up to 80'), lifting, pushing, pulling, climbing and water hazards.

Most activities will be outdoors, and participants must be aware of the hazards of slippery and uneven footing, falling limbs and branches, insects, animals and plants and exposure to extreme or inclement weather. Activities require reliance on others and equipment. Staff and participants may, in spite of instruction and training, act or fail to act in a reasonable manner, and cause an injury or other loss. Equipment and structures may fail. These and other risks may result in property damage, physical and emotional injury and even the remote possibility of death. **The risks described, and others, including the possibility of negligence of other participants and staff, are inherent in the activities – that is, they cannot be eliminated without chilling active participation and destroying the essential nature and the social and instructional value of the activity.**

Participants have personal responsibilities for their well-being and the well-being of others while engaged in INNER QUEST activities. They will not be forced to do any activity. INNER QUEST will provide organization, supervision, instruction, and equipment to assist participants in managing the risks, inherent and otherwise. Each participant must follow instructions, use sound personal judgment, ask for help if concerned about his or her safety and be responsible for deciding if a proposed activity is appropriate for him or her. The goals of the program being best achieved by willing and enthusiastic participants, INNER QUEST will not knowingly force anyone to participate. A participant, who is excused from active participation, will nevertheless be required to accompany, and observe, the group as it moves from activity to activity. Participant, or Parent, must inform staff of any physical, mental or medical condition that might cause the participant to be a danger to himself or herself or to others. I (or the child) am not now, and at the time of the activities will not be, under the influence of any chemical substance including alcohol. Failure to meet these obligations of personal responsibility could result in serious harm to Participant or others. I understand that participants must comply with safety instructions given by INNER QUEST, Inc. and to be responsible for my and others' personal safety and well-being.

Assumption of Responsibilities and Risks

I, an adult participant, acknowledge and assume the personal responsibilities described above and all risks of INNER QUEST activities, inherent and otherwise and whether or not described above. If the Participant is a minor, I, Parent, have discussed the activities and risks and personal responsibilities with him or her and Participant assures me that he or she understands them and wishes to participate nevertheless, and I consent to such participation.

Agreements of Release and Indemnity

To the fullest extent allowed by the laws of the Commonwealth of Virginia (including those which may limit the scope of the following) I, an adult participant, or Parent of a minor participant (for myself and on behalf of the child), hereby release and agree to indemnify and hold harmless INNER QUEST, Inc., its owners, directors, officers, staff and agents ("Released and Indemnified Parties") from any and all liability for any loss, damage, expense or injury, including death, arising from or in any way related to my (or the minor's) enrollment or participation in an activity of INNER QUEST. These agreements of release and indemnity include claims arising from the negligence (but not the gross negligence or intentionally wrong conduct) of INNER QUEST or another Released and Indemnified Party.

Other

In the event of an emergency, I give permission to INNER QUEST to provide or obtain such medical treatment as it deems appropriate. I understand that INNER QUEST will attempt to contact the parent or guardian of a minor participant in such event, as circumstances allow. I understand that I am responsible for all medical expenses incurred by or on behalf of me or the child.

I grant permission for INNER QUEST to use any photographs of me or my minor child taken during the program in newspapers, magazines, brochures or other media for promotional or other purposes.

I have read and understand all materials provided to me describing the adventure course, including this agreement, and agree that I, and my minor child, will abide by these terms. I am aware that this agreement may include the surrender of certain legal rights and I sign it voluntarily.

If any portion of this agreement is deemed unenforceable by a court of competent jurisdiction, the remainder shall nevertheless remain in force and effect. Participants are urged to seek the advice of legal counsel regarding the legal effect of these terms, including the release and indemnity provisions.

Any dispute between Participant or Parent and a Released Party must be resolved in accordance with the laws of the Commonwealth of Virginia (not including those which invoke the laws of another jurisdiction), and a suit against a Released Party must be brought in Loudoun County, Virginia, or the county closest thereto which has a court of sufficient jurisdiction. I agree, for myself and for the child, to the jurisdiction of that court.

Signature of Participant (if an adult)

Print Full Name

Signature of Parent/Guardian
(if Participant is a minor)

Print Full Name

Name of minor Participant (if applicable)

Age _____

Date

Additional information to be completed by participant (parent or guardian if participant is under 18)

Participant Date of Birth _____

PERSONS TO BE NOTIFIED IN CASE OF SERIOUS ILLNESS OR INJURY:

1. _____ (_____) _____
Name Relationship Phone #

2. _____ (_____) _____
Name Relationship Phone #

Name and address of Insurance Co. _____

Policy # _____ Phone # (_____) _____

PLEASE LIST ALL:

Current Injury Medical Conditions (explain) _____

Allergies (student must bring any special medication required) _____

Current Medication Being Taken (explain) _____