LEAVE NO TRACE CENTER FOR OUTDOOR ETHICS
COURSE PARTICIPANT ACKNOWLEDGMENT, 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 other visitors, by developing and distributing educational curriculum and materials. The Center does not teach, oversee or conduct specific courses, but provides other organizations and individuals trained as Master Educators or Trainers with the materials to teach the Center's curriculum. The Center has no control over course content; course conduct; scheduling; training of Master Educators, Trainers, or the quality of their training or expertise, other than courses taught by Center staff. The Center does not control their conduct, and does not warrant or guarantee the quality or expertise of any course or individual instructor.

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 Master Educators and Trainers. 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 feel free to contact the Center at the number below. Thanks again for your interest in promoting Leave No Trace. 800.332.4100; www.LNT.org.

Participants are advised to independently review and examine the qualifications of individuals or organizations providing Leave No Trace courses.

Course Participants – Release, Acknowledgment & Assumption of Risks

In consideration for being allowed to participate in the training courses, the undersigned hereby agrees to release, indemnify, and discharge Leave No Trace Center for Outdoor Ethics, and its respective members, participants, volunteers, agents, employees, subcontractors, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "the Center") on behalf of the undersigned, his or her spouse, children, parents, siblings, heirs, assigns, personal representative and estate as follows:

1. Leave No Trace courses provide participants with information and techniques so that they can engage in minimum-impact outdoor ethics and principles. Those who successfully complete a Leave No Trace course can then teach others about outdoor ethics. Leave No Trace courses focus on outdoor ethics but Leave No Trace courses do not teach traditional outdoor skills such as mountain climbing, river crossings, camping backpacking, horse packing, rafting, etc. However, some Leave No Trace courses must be taught in an outdoor or wilderness setting. Activities vary, but can include hiking, camping, rafting and horseback riding and students should have basic outdoor skills before attending a course.

2. As the Center has no control over the actual course(s) being taught (other than courses taught by Center staff), the Center cannot know of the specific dangers that may be associated with the course(s). However, these activities necessarily include inherent and other risks, hazards and dangers which 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 injury, 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, hazards may not be marked, weather is unpredictable year around, and lightning, rapidly moving rivers/whitewater, falling rocks, snow and ice, high altitudes, avalanche dangers, fallen timber, stinging insects, wild animals, and hazardous plant life;
b. Risks involved in horseback riding. Horses (including donkeys or mules) are unpredictable in all circumstances, can react to the environment, and the conduct of other riders and persons. Equipment may break, saddles may slip, and other riders may not 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. Master Educators and Trainers have difficult jobs to perform. They seek 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 could misjudge the weather, terrain, water level, or route location. **Each participant should question 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 you, other participants or third parties (e.g. driver, rescue squad, hospital) may act negligently or recklessly.

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

4. THEREFORE, YOU VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE CENTER, and pay all damages, judgments or amounts, expenses, including all costs of defense and/or costs of enforcing this agreement, including attorney's fees and costs, incurred by the Center related to such lawsuits, claims, demands, or causes of action, which are in any way connected with your participation in this activity or your use of the Center's equipment or facilities, **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF THE CENTER.**

5. You certify that you have adequate insurance to cover any injury or damage you may cause or suffer while participating, or else you agree to bear the costs of such injury or damage yourself. You further certify that you are willing to assume the risk of any medical or physical condition you may have. You hereby authorize the Center, or anyone acting on its behalf, to seek medical treatment for you if you are unable to request it for yourself.

6. In the event that you file a lawsuit against the Center, you agree to do so solely in the state of Colorado, and you further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. You agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. You consent to having any photograph of yourself or your family members used, published or sold (without compensation to you or them) by the Center.

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING YOUR PARTICIPATION IN ANY LEAVE NO TRACE COURSE, YOU MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED YOUR RIGHT TO MAINTAIN A LAWSUIT AGAINST THE CENTER ON THE BASIS OF ANY CLAIM FROM WHICH YOU HAVE RELEASED THE CENTER HEREIN. YOU HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, YOU HAVE READ AND UNDERSTOOD IT, AND YOU AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant _____ Print Name _____

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, you warrant that you are the parent or guardian of the Minor and that you have the authority to make decisions as to the Minor's participation in recreational activities, You further agree to indemnify and hold harmless the Center from any and all claims which are brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by the Minor. **YOU HEREBY CONSENT TO THE MINOR PARTICIPATING IN THE TRIP, AND YOU UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH YOU AND THE MINOR.**

Parent or Guardian _____ Print Name _____

Address _____

Telephone Phone _____ Date _____