

Agency/Group Name Trip Date: **NO BARRIERS FESTIVAL - KAYAKING**

Type of Trip: Kayak  Ski  Raft  Benefit Raft  Benefit Kayak

**Environmental Traveling Companions  
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Environmental Traveling Companions, The State of California, it's Department of Parks and Recreation, the U.S. Bureau of Reclamation, Pacific Gas & Electric, Placer County Water Agency and Sacramento Municipal Utility District, their agents, owners, officers, volunteers, participants, employees, Board of Directors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ETC"), I hereby agree to release, indemnify, and discharge ETC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in whitewater river trip, sea kayaking, and/or cross country skiing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, ETC employees 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 might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ETC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ETC's equipment or facilities, **including any such claims which allege negligent acts or omissions of ETC.**

4. Should ETC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against ETC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I 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.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ETC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
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) ("Minor") being permitted by ETC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ETC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: See Health Form on next page**

Agency/Group Name: Date: **NO BARRIERS FESTIVAL - KAYAKING**

Type of Trip: Kayak Raft Ski Benefit Raft Benefit Kayak

### Environmental Traveling Companions Health Form

Name: (Please Print) \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer \_\_\_\_\_

Birth date: \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Your Medical Insurance Co. \_\_\_\_\_ Your Policy Number: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Relationship: \_\_\_\_\_ Day Phone: \_\_\_\_\_

Specific Disability (if any) \_\_\_\_\_

Medication:

Name:	Dosage:	Schedule:	Reason for medication:

Dietary Restrictions

**If you have had any of the following conditions, please circle the condition and give details on the righthand side of this section (Be specific):**

- |   |     |    |
|---|-----|----|
| Any Problems with vision or hearing?                                | Yes | No |
| Do you require glasses, hearing aid?                                |     |    |
| Problems with teeth - use of dentures, bridge or braces?            | Yes | No |
| Dizzy spells, fainting, convulsions or persistent headaches?        | Yes | No |
| Asthma or respiratory problems?                                     | Yes | No |
| Palpitation of the heart, irregular heart beat, heart murmurs?      | Yes | No |
| Jaundice or hepatitis?  | Yes | No |
| Broken bones, joint dislocations, serious sprains?                  | Yes | No |
| Any severe injury to head, chest or internal organs?                | Yes | No |
| Allergies to any specific drugs, foods, insects bite or bees? List. |     | No |
| History of diabetes, thyroid troubles or heart disease?             | Yes | No |
| Other significant medical or neuralgic disorders?                   | Yes | No |
| Do you smoke?   | Yes | No |

I hereby acknowledge ETC to administer First Aid and/or emergency medical treatment and/or secure such medical services that' may be necessary for myself or any minor on whose behalf I am signing. I realize that any emergency or medications that may become necessary are the sole responsibility of the participant.

**By signing this release I agree that I have read it carefully, agree with its terms, and I sign it of my own free will.**

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of participant or parent or guardian if participant is under 18

Name: (Print) \_\_\_\_\_ Date: \_\_\_\_\_