

**LAKE WASHINGTON SCHOOL DISTRICT
HIGH RISK ACTIVITY PARTICIPANT AGREEMENT**

Participant Name: _____ Birth Date: _____ Age: _____
Address: _____ Phone: _____
Organization: _____ Activity: _____
Health Insurance Co: _____ Policy #: _____
Doctors Name: _____ Phone: _____

Please read this document carefully. It must be signed by all participants in programs of The Lake Washington School District. If the participant is a minor, at least one parent or guardian (parent and guardian being referred to as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to all who sign below, unless otherwise indicated.

PARTICIPANT AGREEMENT

(Including Acknowledgement and Assumption of Risk, Agreements of Release and Indemnity, and Other Provisions)

In consideration of the services at the following activities:

Kayaking – Osprey Rafting – <https://ospreyrafting.com/>

High Ropes Course – High Trek Chelan – <https://www.hightrekchelan.com/>

Indoor Rock Climbing – Riverfront Rock Gym – <https://www.riverfrontrockgym.com/>

I, Participant and Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign, as follows:

Activities and Risk

I understand that these activities may expose participants to certain risks. The activities require moderate physical exertion. Among the hazards and risks of the activities and use of the premises and equipment are the following:

- Falls
- Abrupt and possible damaging contact with structures and other objects and other persons
- Drowning
- Close contact with other participants
- Carelessness of participants
- Misjudgments on the part of the staff of The Lake Washington School District
- The failure of structures and equipment
- The unpredictable forces of nature
- Participants may experience and increased heart rate/anxiety/stress due to physical exertion
- Reliance on other participants
- Participants and staff may fail to follow proper procedures, instructions and the operating policies of The Lake Washington School District
- Injuries associated with participation in this program may include drowning, breaks, sprains, strains, and contusions and in extreme cases, emotional upset, anxiety, and even death

The description above of these risks is not complete and other unknown or unanticipated risk may result in property loss, injury, or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibilities for managing the risks to themselves and others. The training activities are instructional in nature and participants are expected to expand and challenge their skills and judgment. Participant and Parent acknowledge that participation in this activity is purely voluntary, and with full knowledge of the inherent and other risks.

Acknowledgement and Assumption of Risks

This is a voluntary activity. Understanding the nature of the activities and their risks, and that other risks may be encountered which cannot be reasonable anticipated. I acknowledge and expressly assume all risks of the Lake Washington School District activities, whether or not described in this document, known or unknown and inherent or not, I take full responsibility for any injury or loss, including death, which I or the minor for whom I sign, may suffer arising in whole or part out of my, or the minor's enrollment or participation in the activities of the Lake Washington School District.

Release and Indemnity

I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and on behalf of the minor participant for whom I sign below TO RELEASE, INDEMNIFY (that is, defend, protect and pay claims, including costs and attorney's fees), AND HOLD HARMLESS The Lake Washington School District, its Board, Officers, Employees and Volunteers, ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by any member of my family, rescuers, co-participants, or any other person, arising in whole or part from my participation in the training or any related activity, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, and to the fullest extent permitted by law.

Additional Provisions

I, an adult Participant or Parent of a minor Participant, authorize The Lake Washington School District to provide or obtain for me, or for my minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation, The Lake Washington School District, and any third party medical care giver are authorized to exchange medical information concerning my, or the minor's medical condition. Any dispute between a Released Party and Parent/Participant will be governed by the substantive laws of the State of Washington and any mediation or suit shall take place only in that state, in King County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the State and County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

In emergency call: _____ Phone: _____

Signature of Participant: _____ Date: _____

Signature of Parent: _____ Date: _____