

BITTERROOT ECOLOGICAL AWARENESS RESOURCES, INC.
PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTIONS OF RISK
AND RELEASE AGREEMENT

PLEASE READ THIS FORM CAREFULLY, and be aware that in signing up and participating in B.E.A.R. programs, you will be waiving and releasing all claims for injuries arising out of these programs that you might sustain. The terms “I”, “me” and “my” also refer to parents or guardians as well as participants in the programs.

I understand that participants and parents share the responsibility for participants’ safety, for assessing the risks, and for determining the participant’s suitability for the program in which he/she will participate. I have accurately completed any required B.E.A.R. application and medical forms and have reviewed all B.E.A.R. program information provided to me. I agree to obey all B.E.A.R. rules, regulations, and policies. I have no mental or physical problems or limitations that might affect my ability to participate that have not been disclosed to B.E.A.R. in writing. I have had the opportunity to ask questions about the program activities and the risks of the program in which I will participate.

I understand and acknowledge that the program(s) in which I will participate has risks and it is impossible to anticipate every activity in which I will engage. I understand I will be participating as part of a group in activities of varying physical degree and these endeavors may involve strenuous exertion. These activities may be instructional, educational, or adventurous and may include but are not limited to: hiking, backpacking, skiing and/or snowshoeing (on and off trail); camping including cooking over stoves, open fires or by other means; ropes and/or challenge courses (traversing ropes suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities); physical problem solving activities; rock climbing; water activities including flat and white water boating, rafting, canoeing, kayaking, and swimming; mountain biking, horseback riding, vehicle travel and travel by public, chartered or other conveyance; rescue scenarios, community and other service projects; yoga, jogging, walking and stair climbing. I understand that I may engage in other activities not listed above. The planned program may be modified for any number of reasons, including convenience, weather, emergencies or unexpected conditions. I have the option to decline to participate in any activity.

I acknowledge that participating in B.E.A.R. program involves inherent risks and other risks, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility and where communication, transportation, or evacuation is subject to delay. I understand that B.E.A.R. cannot assure my safety or eliminate all of these risks. I agree to assume all of the risks of the activities of my participation in the B.E.A.R. program.

I also give permission for my child to ride with B.E.A.R. staff, volunteers to or from program destinations. Drivers must carry auto liability insurance and seatbelts must be worn by passengers at all times. By signing below I agree to fully absolve B.E.A.R. and the driver from liability for any damages, injuries, or losses which might be sustained during transport.

Please sign on next page.

SIGNATURE PAGE

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THE PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTIONS OF RISK AND RELEASE AGREEMENT. BY SIGNING BELOW I FULLY ABSOLVE B.E.A.R./BITTERROOT VENTURE & ALL ITS EMPLOYEES OR VOLUNTEERS FROM ALL LIABILITY FOR ANY DAMAGES, INJURIES, OR LOSSES, WHICH MIGHT BE SUSTAINED WHILE PARTICIPATING IN THIS PROGRAM FOR THE BELOW NAMED PARTICIPANT.

Print participant's name here

Parent or Guardian signature

Date

**B.E.A.R. Outdoor Program
Photograph Release and Permission Form**

I _____ do hereby release to B.E.A.R. and the Dennis
(Print Parent or Guardian's Name)

and Phyllis Washington Foundation, their associates, licensees, and legal representatives the right to use

_____ picture and _____ picture,
(Print Child's Name) **(Print Parent or Guardian's Name)**

portrait or photograph in all forms and media and in all manners, for any and all purposes including but not limited to advertising in all forms and display or placement on B.E.A.R.'s and/or the Dennis and Phyllis Washington Foundation's photo albums, bulletin boards, flyers, posters, brochures, newspaper advertisements, and websites. I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith. I also realize that neither myself, my or any other individual related to or not, will receive any financial gains in exchange for these posted and/or printed materials.

I further understand and agree that this is a legal and binding document and by affixing my signature hereto acknowledge that I have read and approve the foregoing and waive any rights as articulated above.

Parent/Guardian: _____ Date: _____

Signature