



WILD HEARTS ADVENTURES

A PROGRAM OF BREAKTHROUGH MINISTRIES

PARTICIPANT AGREEMENT

Group Name (if applicable): _____

Participant's/Employee's Name: _____

Parent/Guardian Name (if Participant/Employee under age 18): _____

(For purpose of this Agreement, Participant/Employee and Parent/Guardian will be referred to collectively as "Participant.")

In consideration of the opportunity to participate in the following activity (please check one): _____ Colorado Backpacking _____ Superior Hiking Trail _____ BWCA Canoe Trip _____ St. Croix River Canoe Trip _____ State Park Camping, Participant acknowledges and agrees to the following:

1. Acknowledgment and Assumption of Risks. Participant understands that Wild Hearts Adventures'/Breakthrough Ministries' (WHA/BTM) activities range from mild to strenuous and, like all outdoor recreation, they include inherent and other risks and dangers which can cause loss or damage to personal property, physical or psychological damage and injury such as sprains, breaks, cuts, bruises, emotional trauma, illnesses and the remote possibility of serious injury or death. Participant understands the activities and their risks.

Participant acknowledges that Participant will be able to ask questions of WHA/BTM staff regarding risks or dangers associated with WHA/BTM's environment and activities. Participant's participation in any activity is voluntary and Participant may decline to participate in any activity. Participant acknowledges and assumes all risks of participation in a WHA/BTM activity, inherent and otherwise, and whether or not described above or in the materials provided by WHA/BTM.

2. Activity Permission. Participant understands and agrees that, in addition to traditional camping activities, WHA/BTM's activities may include, but not limited to:

- Alpine activities
- Camp fire
- Recreational activities (ball games, horseshoes, team building, frisbee, etc.)
- Camping in permanent or temporary structures
- River activities (white water rafting, kayaking, canoeing, fishing, etc.)
- Rock climbing and bouldering
- Water activities (pool, lake, pond, swimming, fishing, etc.)
- Hiking and backpacking
- High elevation trekking (i.e., summiting a 14,000+ foot peak)
- Snow activities (hiking/climbing/camping)

Participant understands that by participating in these activities, Participant may be exposed to the elements of nature, including temperature extremes, inclement weather, insects, plants, animals and accidents or illness in a rural location

without onsite medical facilities. Participant understands that Participant may be participating in strenuous activities that will have inherent and other risks or dangers associated with them. Participant understands that Participant may ask any questions of WHA/BTM staff to receive a full and complete understanding of any such risk or danger associated with any activity. Participant may decline to participate in any activity. Participant grants permission to participate in and be transported to all WHA/BTM activities unless specified in a written note to WHA/BTM. Participant agrees to follow all rules, guidelines, and equipment requirements for all activities as specified by WHA/BTM staff.

3. Acknowledgement of WHA/BTM Purpose. Participant acknowledges and understands that WHA/BTM is organized and operated exclusively for Christian purposes. We treat all guests with respect and dignity, regardless of their religion or beliefs and we request our guests respect our beliefs while on WHA/BTM property or participating in WHA/BTM activities. Participants who engage in disrespectful or harmful behavior or who refuse to abide by the instructions provided by WHA/BTM staff, while on WHA/BTM property or participating in WHA/BTM activities are subject to removal from the property or program at WHA/BTM's discretion.

4. Discrimination including but not limited to race, sexual preference, religious beliefs, political or cultural differences. Participant acknowledges and understands that we can have people of different races, from many different backgrounds and cultures with very different beliefs and preferences. The participant agrees to not discriminate or demonstrate bias toward another participant or staff. The participant agrees and understands that if they believe they are the recipient of concerning behavior from another participant or staff member, they will and have a responsibility to bring it to the attention of another WHA/BTM staff member or Group Sponsor staff member. Participants acknowledge and understand that blatant acts of discrimination can result in dismissal from the activity.

5. Inappropriate criminal and sexual acts. Participant acknowledges and understands that any criminal act (assault, theft, destruction of property, etc.) or inappropriate act of a sexual nature can result in immediate dismissal from the activity and can also result if appropriate authorities being notified. Participant acknowledges and understands that any criminal or inappropriate sexual act towards them or upon them needs to be reported immediately to a WHA/BTM staff member and/or Group Sponsor staff member.

6. AGREEMENTS OF RELEASE AND INDEMNITY. FURTHER, IN CONSIDERATION OF THE RIGHT TO PARTICIPATE IN A WHA/BTM ACTIVITY, TO THE MAXIMUM EXTENT ALLOWED BY LAW, PARTICIPANT RELEASES, AND AGREES NOT TO BRING ANY CAUSE OF ACTION AGAINST WHA/BTM, ITS OWNERS, MANAGERS, EMPLOYEES, MEDICAL PERSONNEL, CONTRACTORS OR ANY RELATED PARTIES (THE "RELEASED PARTIES") FOR LIABILITY OR CLAIMS OF ANY NATURE, INCLUDING LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH, SUFFERED BY PARTICIPANT IN ANY WAY RELATED TO PARTICIPANT'S ENROLLMENT, PARTICIPATION IN, OR TRANSPORTATION RELATED TO A WHA/BTM ACTIVITY. IN ADDITION, PARTICIPANT AGREES TO INDEMNIFY THE RELEASED PARTIES (THAT IS DEFEND THEM, INCLUDING SATISFACTION OF LIABILITIES, COSTS AND ATTORNEY'S FEES) FROM CLAIMS BROUGHT BY PARTICIPANT, MEMBERS OF PARTICIPANT'S FAMILY AND ANY OTHER PERSON ARISING OUT OF PARTICIPANT'S PARTICIPATION IN, OR TRANSPORTATION RELATED TO A WHA/BTM ACTIVITY. THE CLAIMS WHICH ARE THE SUBJECT OF THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE THOSE ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTIES. THE ACTIVITIES INTENDED TO BE COVERED BY THIS AGREEMENT OF RELEASE AND INDEMNITY INCLUDE ACTIVITIES ON OR OFF WHA/BTM PREMISES, INCLUDING TRANSPORTATION TO AND FROM WHA/BTM ACTIVITIES AND ON THE WHA/BTM GROUNDS OR ANY PREMISES UTILIZED BY WHA/BTM FOR ANY OF ITS ACTIVITIES.

7. No Use of Alcohol, Marijuana, Fireworks, Firearms, or Illegal Drugs. The use of, using or having alcohol, marijuana, fireworks, firearms, or illegal drugs is strictly prohibited during the entire duration of the activity at all times.

8. Injury/Illness. Should Participant become ill or injured while participating in a WHA/BTM activity, parents/guardians will be notified if, at the sole discretion of WHA/BTM staff, such notification is necessary. Notification is usually reserved for emergency situations. Parent/Guardian may contact WHA/BTM if at any time a parent/guardian has a question or concern regarding the health status or safety of Participant.

9. Medical Costs. Participant understands that Participant and its health insurer are primarily responsible (i.e. “primary”), while the WHA/BTM policy is secondary for any required medical services that WHA/BTM’s staff and facilities cannot accommodate. These services include (but are not limited to) prescriptions, x-rays, physical therapy, lab work, dental and orthodontia work and emergency room visits. Participant is also responsible for the cost of any emergency transportation by ambulance or air flight.

10. Medical Release. Participant understands that WHA/BTM is not obligated to provide on- site medical care or facilities. In the event that WHA/BTM does provide on-site medical care or facilities, Participant gives permission to the medical personnel selected by WHA/BTM to provide routine healthcare, to administer medications, both over the counter and prescriptions, to order x rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for Participant. Participant authorizes WHA/BTM or its designees to provide or arrange necessary related transportation for Participant. In addition, Participant authorizes the release of all records, x-rays, notes and any other medical information related to Participant to WHA/BTM or its designee. In the event of an emergency, Participant gives permission to the medical personnel selected by WHA/BTM to provide routine healthcare, to administer medications, both over the counter and prescriptions, to order x-rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for Participant if Group Sponsor cannot be located in the event of an emergency. Participant authorizes WHA/BTM or its designees to provide or arrange necessary related transportation for Participant. In addition, Participant authorizes the release of all records, x-rays, notes and any other medical information related to Participant to WHA/BTM or its designee.

11. Use of Personal Information/Images. Participant gives WHA/BTM permission to make visual images (photographs, movies, videos) and audio recordings of Participant and to use such visual images and audio recordings on the WHA/BTM website, in printed or electronic materials, or in other audio or visual communications, and Participant releases WHA/BTM from any and all liability related thereto. WHA/BTM will keep any and all personal information regarding Participant confidential and will not disclose or utilize it for any purposes other than WHA/BTM’s internal records and marketing purposes.

12. Applicable Venue and Law. Any lawsuit, litigation, or dispute of any nature arising out of this agreement or as a result of participant’s participation in a WHA/BTM activity shall be brought in the courts of Dakota County, Minnesota. Furthermore, the laws of the state of Minnesota shall govern and control any such lawsuit, litigation, or dispute between participant and WHA/BTM or any related or released party. Participant hereby consents to venue in Dakota County, Minnesota and to the governing authority of Minnesota law for any lawsuit, litigation, or dispute of any nature arising out of this agreement or as a result of participant’s participation in a WHA/BTM activity, regardless of where this agreement is executed or performed or where such WHA/BTM activity may occur.

I HAVE READ THE ABOVE POLICIES, CONSENTS, PERMISSIONS, ASSUMPTIONS OF RISK AND AGREEMENTS OF RELEASE AND INDEMNITY AND AGREE TO ABIDE BY THEM TO THE FULLEST EXTENT ALLOWED BY LAW.

Printed Name of Participant/Employee

Signature of Participant/Employee

Date