

**Full Circle Education Incorporated: Acknowledgement and Assumption of Risks & Release and Indemnity Agreement
Adult and Child Participants**

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter 'Document') carefully before signing. All participants 12 yrs. of age or older must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both parent/s or legal guardian/s (hereafter collectively 'parent/s') must also sign on behalf of their minor(s). In consideration of the services of Full Circle Education Inc. and its officers, directors, employees, representatives, agents, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'FCE'), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

FCE educational, adventure and/or recreation activities on or off FCE premises (which may be scheduled or unscheduled, supervised or unsupervised or occur during free time), including those offered through the variety of FCE programs, may include, but are not limited to: eating garden vegetables and wild edibles; hiking; crossing fences; nature walks; wildlife viewing; canoeing; bird banding; handling farm animals and plants; cooking and preparing food; course instruction and travel in vans, buses and other vehicles (collectively referred to in this Document as 'activities'). Participants may engage in these activities independently or as conducted by FCE staff or contractors. **I acknowledge that the inherent and other risks, hazards and dangers of these activities can cause injury, sickness, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.** Some, but not all of these risks include travel in high-altitude, mountainous or wilderness terrain; unpredictable and hazardous ground, water or weather conditions, including uneven terrain and extreme air or water temperatures; exposure to burns or sunburns; misjudgments made by FCE staff, contractors or others; close and unpredictable contact with wildlife and farm animals; allergic reactions or injury from plants or stinging, venomous or disease carrying animals or insects; the potential that the participant or others (e.g. co-participant, driver, medical or rescue personnel) may act carelessly or recklessly; personal health risks (disclosed or undisclosed, known or unknown) and equipment that can be misused or can fail or malfunction. I understand that FCE staff members, officers, directors, agents, or contractors cannot assure my safety or eliminate any of these risks. Parent/s of minor participants agree to discuss the nature of these activities and risks with their child. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety and agree to follow all FCE rules and policies. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by participant (and parent/s of minors), resulting from those risks and/or resulting from participant's negligence or other misconduct.**

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. Certain federal land agencies (including the National Park Service and some regions of the U.S. Forest Service) restrict service providers, including FCE, from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit or concession on those federal lands. Therefore, except to the extent a court determines these federal restrictions are enforceable against FCE as a matter of law, **I (adult participant or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:**

1) **to release and agree not to sue FCE** with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of FCE equipment, facilities or premises. **I understand that in signing this Document, I, my child and anyone acting on my or my child's behalf, surrender all rights to make a claim against FCE as a result of any injury, damage, death or other loss suffered by me or my child;**

2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) FCE with respect to any and all claim/s brought by or on behalf of me, my child, spouse or other family member, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of FCE equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from FCE's ordinary and gross negligence, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

CONCLUSION

I (participant and parent/s of a minor participant) agree that Idaho substantive law (without regard to its 'conflict of laws' rules) govern this Document, any dispute I have with FCE and all other aspects of my relationship with FCE and that any mediation, suit or other proceeding must be filed or entered into only in Teton County, Idaho. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Idaho mediator. I authorize FCE staff, representatives, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by FCE) of any medical records necessary for treatment, referral, billing or insurance purposes. I authorize FCE to use my or my child's photo or image in any manner for advertising, display, audiovisual, electronic or other use. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document, and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members and my heirs, executors, representatives and estate. One or preferably both parent/s must sign below for any participating minor (those under 18 yrs. of age).

Participant Signature (parent/s may print name for those participants under 12 yrs. old)

Date Print Name Here

Parent or Legal Guardian Signature

Date Print name here

Photo release:

We request permission to use your photo to tell the FCE story as well as for promotion of future events (website, social media, newspaper, display boards). We will never use your name unless we request permission in advance.

Please circle: YES NO

Participant signature