



## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Wyoming Catholic College, D.B.A. COR Expeditions, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "COR"), I hereby agree to release, indemnify, and discharge COR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in white water rafting, kayaking, canoeing, rope swing, canyoneering, mountaineering, rock climbing, ice climbing, horseback riding, hiking, camping, backpacking, skiing, and team building activities 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.

**The risks may include, but is not limited to:** exposure to and travel in rugged terrain, collisions, and flipping over; loss or damage to equipment being used; being lost or separated from their guides or companions; the hazards of walking on uneven terrain; being struck by rock fall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; slips and falls; falling objects; water hazards and accidental drowning; boat may capsize causing entrapment; pinches, cuts, bruises, rope burns, abrasions, and concussions; strains, sprains, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; loss of fingers or other appendages; the possibility of eye damage or loss of hearing; exhaustion; exposure to potentially dangerous wild animals, insect bites, hazardous plant life, aggressive and/or poisonous marine life; exposure to temperature and weather extremes; being jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that participants could be injured if they come into contact with other passengers; exposure to temperature and weather extremes which could cause hypothermia, frostbite, acute mountain sickness, exhaustion, cerebral, pulmonary edema, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; losing control of you horse and falling; my own physical condition, and the physical exertion associated with this activity. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Riding a horse requires the participant to balance on the saddle. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, COR 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 or other environmental conditions. They may give incomplete 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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wetsuit bottom or clothing that provides equivalent protection while participating in water related activities

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless COR 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 COR's equipment or facilities, **including any such claims which allege negligent acts or omissions of COR.**

4. Should COR 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 COR, I agree to do so solely in the state of Wyoming, 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 COR 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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's or minors' names)  
("Minor or Minors") being permitted by COR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless COR 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: \_\_\_\_\_

