



Prescott College

For the Liberal Arts, the Environment, and Social Justice

The Lifelong Learning Center at Prescott College

Participant Agreement

(Including assumption of risks and agreements of Release and indemnity)

Please review this document carefully before signing. It contains important information about the programs of The Lifelong Learning Center at Prescott College, and affects the legal rights of participants and families in the event of an injury or other loss. All students, volunteers and guests (hereafter “Participants”) fourteen (14) years of age and older must sign this document. If the Participant is a minor – under eighteen (18) years of age – a parent or legal guardian (together “Parent”) of that minor must also sign, for themselves, and on behalf of the minor.

In consideration for the services of The Lifelong Learning Center at Prescott College (hereafter referred to as Prescott College), in offering me or the minor child participation in certain activities, I Participant, and Parent of a minor participant, for myself and, to the maxim extent allowed by law, on behalf of the minor participant, agree as follows:

Activities and Risks

Although Prescott College has taken certain steps to provide Participants with equipment and instructors so they can enjoy an activity for which they may not be skilled, the activities of Prescott College include risks. Certain of these risks are inherent – that is, they cannot be eliminated without destroying the unique character of the activities. I understand that these risks and others may contribute to accidental injury or illness, permanent trauma or death. Prescott College does not wish to frighten its Participants or reduce their enthusiasm for field activities, but believes it is important for them to know in advance what to expect and to be informed of the activities and their risky nature.

The activities of the Prescott College program and their risks are described in the Prescott College document entitled “Descriptions of Activities and Risks” and are otherwise available from staff. I have carefully read and understand the nature of the activity in which I, or the minor child, will be participating as described in the program description and the document “Description of Activities and Risks” which is an appendix to this agreement.

I, adult or minor Participant and Parent of a minor Participant:

- Understand that the description of activities and risks provided to me may not be complete. Other risks may be encountered, inherent and otherwise. Participant may engage in other activities, organized or not, and authorized and supervised or not, which may cause injury and other loss.
- Have carefully read and understand all Prescott College information which I have received or been directed to. I have not been coerced or rushed in that reading.
- Have carefully read, reviewed, completed and signed the forms and other paperwork presented to me.
- Acknowledge that the Prescott College staff is and has been available, should I have questions about the nature and physical demands of the Prescott College program and courses and the risks associated with them.
- Understand that Prescott College cannot assure a Participant’s safety or eliminate the risks of the program, and that each Participant shares in the responsibility for his or her own safety.
- Represent that I am voluntarily participating, with knowledge of the risks, and can do so without causing harm to others or myself.
- Assume and accept full responsibility for myself, and for any minor who accompanies me, for the inherent or other risks (both known and unknown) of these courses and for any injury, damage, death, or other loss resulting from those risks.

- Understand that Prescott College will engage the services of independent contractors for certain services. Prescott College is not responsible for the acts or omissions of those persons or entities and will not supervise their activities. Independent contractors may ask for releases to be signed by Participants and Parents. Prescott College is not a party to those releases, and is seeking protection from in kind claims on its own behalf by means of this Participant Agreement.
- Understand that risks of injury from the activities, the staff, contractors and equipment utilized and the environments in which the activities are conducted could result in damage to property, serious injury, disability and, although highly unlikely, even death.

Assumption of Risks

I, adult Participant or Parent of a minor Participant, for myself and on behalf of the minor Participant, acknowledge and assume the inherent risks of the activities, whether or not described above. In addition, except with respect to activities on lands (which may include National Park land) whose rules or regulations allow as a matter of law only the assumption of inherent risks, I, for myself and on behalf of the minor Participant, assume all risks of the activities of the PRESCOTT COLLEGE program, inherent and otherwise. If the Participant is a minor, I have discussed the activities and their risks with him or her, who understands the activities and their risks, including the fact that certain risks cannot be anticipated, and chooses to participate nevertheless.

Release and Indemnity

Except with respect to an injury or loss which occurs on public lands whose rules and regulations prohibit my doing so as a matter of law, I, an adult Participant, or Parent, for myself and on behalf of the minor Participant, agree as follows:

1. To release and forever discharge Prescott College, its officers, directors, trustees, employees, agents, representatives and support personnel either employed by or acting under the direct supervision of Prescott College (collectively "Released Parties") from all claims, liabilities and losses asserted by or on behalf of me or the minor Participant for any and all injury, loss or damage resulting directly or indirectly from my or the minor Participant's enrollment or participation in an activity of Prescott College or the use of its equipment, animals or facilities.
2. To defend, hold harmless and indemnify Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from a claim brought by me, the minor Participant or a member of our respective families or by any other person for loss or damage suffered by me or the minor or caused by me or the minor in any way arising out of my or the minor Participant's enrollment or participation in an activity of Prescott College or the use of its equipment, animals or facilities.
3. These agreements of Release and Indemnity include claims of and liabilities for the negligence of a Released Party but not the intentional wrongs or the gross negligence of a Released Party.

Other Provisions

Prescott College is authorized to obtain or provide emergency medical care, hospitalization, surgical or other medical care for me, or my minor Participant. I authorize PRESCOTT COLLEGE to administer emergency medical care and I understand that non-licensed medical providers may assist in providing such care.

I, an adult Participant, or Parent, agree that Arizona State law (without regard to its conflict of law rules) governs this document, and any dispute I or the minor Participant has with Prescott College or any other Released Party and all other aspects of my relationship with Prescott College, and that any mediation, suit or other proceeding must be filed or entered into only in Yavapai County, Arizona. I will attempt to settle any dispute through mediation before a mutually acceptable Arizona mediator. To the extent mediation does not result in a resolution the dispute will be submitted to binding arbitration through the American Arbitration Association, in Arizona. I also agree to pay all costs for attorneys' fees incurred by Prescott College or other Released Party in defending a claim or suit, if that claim or suit is withdrawn, or to the extent a court or arbitration determines that such party is not responsible for the injury or loss.

I hereby grant Prescott College and its representatives, without compensation, the right to take photographs and video images of me, or the minor Participant, and to use the finished images in any manner or media the Prescott College or its representatives deem proper, including publications and websites. Furthermore, I for myself or the minor Participant relinquish and give to Prescott College all right, title and interest I or the minor may have in the finished images,

negatives, reproductions and copies of the original prints, negatives, and videos. I also grant to Prescott College 'the right to publish and/or release to the media information about myself and the activities I did with the college.

Any portion of this Agreement deemed unlawful or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Agreement and understand that I am surrendering certain legal rights for myself and for a minor Participant for whom I sign below. I acknowledge that it shall be effective and binding upon me, my participating minor student and our respective family members, heirs, executors, representatives and estates.

All Participants fourteen years of age and over, and the parent(s) or legal guardian of any minor Participant (under 18 years of age) must sign below:

Participant Signature	Date	Print Name Here
-----------------------	------	-----------------

Parent or Guardian Signature	Date	Print Name Here
------------------------------	------	-----------------

PRESCOTT COLLEGE

DESCRIPTIONS OF ACTIVITIES – AND RISKS

(This is not a complete list. These are not all of the activities and not all the risks associated with them.)

Description of Activities On Land

- **Backpacking:** Traveling by foot with food, shelter, and equipment for trip carried in a pack on your back.
- **Bicycling:** Traveling by bicycle on roads, trails, or other place.
- **Camping:** Staying outdoors overnight.
- **First Aid Courses:** Learning and practicing first aid skills in and out of doors, sometimes as victim.
- **Hiking:** Traveling by foot with some supplies on your back, usually not for overnight.
- **Map Reading and Navigation Courses:** Traveling using map and compass for navigation.
- **Natural history courses:** Learning about ecological relationships, habitats, biological organisms, marine studies, and/or geology.
- **Gardening:** Learning about plant species, garden design, planting, garden maintenance, harvesting.
- **Rock Climbing:** Climbing up or across natural rock formations or man-made rock walls utilizing specialized equipment and techniques.
- **Ropes Course (also called Challenge Course):** An individual or group challenge experience with physical initiatives and exercises designed to provide metaphors for reflection.
- **Aboriginal Living Skills:** Learning outdoor survival/living skills used by indigenous cultures.
- **Sweat Lodge:** Bathing in steam created from heated rocks in a tent-like structure.
- **Caving/Spelunking:** Hiking, crawling, squeezing, and sometimes camping in underground passages.
- **Environmental Service projects:** Service projects in the outdoors, often in remote areas.
- **Urban/Rural/Cultural Activities or Service Projects:** Trips to urban or rural areas of cultural note, for recreation, education, or to provide volunteer labor.
- **Equestrian Activities:** working with and riding horses

Description of Activities On Snow

- **Avalanche Forecasting:** Learning risk factors and route planning to avoid being caught in an avalanche, and survival techniques.
- **Cross Country (Nordic) skiing:** Skiing over open terrain--some steep, some flat--without commercial lifts.
- **Downhill (Alpine) Skiing/Snowboarding, Telemark Skiing:** Traveling down slopes at commercial downhill ski/snowboard areas with lifts.
- **Backcountry Skiing:** Skiing (telemark or alpine, or snowboarding in remote mountainous areas
- **Snowshoeing:** Hiking in snow with large, flat, paddle-shaped shoes.
- **Snow Shelters/Igloo building:** Building structures out of snow on mountain slopes in winter.
- **Winter Camping:** Staying overnight in or on the snow, in temperatures at or below freezing.

Description of Activities On Water and Along Shorelines

- **Sea Kayaking, Lake Kayaking, Lake Canoeing:** Traveling on water in small craft powered by your own muscles.
- **Whitewater Canoeing, Kayaking, Rafting and Inflatable Kayaking:** Traveling in small, non-motorized inflatable or hard boats on swift water, rapids and rivers.
- **Swiftwater Rescue:** Learning techniques of rescuing people or equipment from dangerous moving water situations.
- **Hot Springs:** Bathing in hot geothermal water seeping up from earth.
- **Ocean coastal hikes:** Hiking, along the edge of the ocean or coastal cliffs and in forest, and may include:
 - **Clamming/Crabbing:** Collecting shellfish/crustaceans on the seashore or in bays.
 - **Tide Pool Exploration:** Walking on shoreline rocks to observe marine organisms.
 - **Whale Watching:** Observing whales from vantage points.
- **Snorkeling:** With mask and snorkel, swimming in/under water to observe aquatic life.
- **Sailing, Motor boating:** Traveling in boats powered by wind (using sails) or motors or both.
- **Scuba Diving:** Underwater diving in which a diver uses a scuba set to breathe underwater.
-

Description of Activities in Classrooms

- **Yoga:** Active learning of yoga positions, meditation, relaxation, stretching, yoga traditions/culture.
- **Cooking:** Learn to read/understand recipes, knife skills, cooking on stoves, cooking over flames, clean-up.
- **BrainGym®:** Physical movement activities, mental and physical challenges, and juggling.
- **Arts and Crafts:** Art projects that include use of art supplies, glues, scissors, tape, etc.
- **Computer and/or Digital Media Lab:** Learn to use computer, software, photographic, video, audio, and online equipment.

RISKS

(This is not a complete list)

ALL TRIPS

Travel: Everyone riding in Prescott College vehicles, such as a 15 passenger van is required to wear their seat belts at all times. Participants risk being involved in an accident due to driver error or other drivers on the road. Possibility of hitting animals (such as deer, cattle), especially at night. Trips often travel along steep, unimproved roads. Travel to remote areas where medical or other assistance can be hours or days away. Unfavorable driving conditions such as snow, fog, ice, rain. Possibility of theft of personal property. **Travel** may also be by watercraft, aircraft, skis, on foot, and by other means, on uneven terrain or water.

Weather: Risk of exposure to severe weather such as sun, sudden storms, strong winds, snow, sleet, ice; rocks, trees or limbs falling, thunder and lightning, "white outs" resulting in reduced visibility, and/or extreme hot or cold temperatures resulting in heat induced illness or hypothermia and possibly frostbite.

Cooking /Fires: Risk of stove malfunction, fire, and explosion with any type of stove or fuel. Open fires. Risk of burns due to hot utensils, hot food, hot water, sparks, exploding heated rocks, steam.

Group Initiatives: Risk of slipping, falling during games, collisions with other people or objects.

ON LAND

Risk of twisting, spraining, falling and breaking body parts. Travel sometimes occurring on poorly maintained trails or no trails at all, with downed timber, snow, ice, brush, vines, boulder fields, loose rock, and other uneven, unstable, or unpredictable terrain. Exposure (large drop-offs on edge of trail due to cliffs). Danger from rattlesnakes, spiders, mosquitoes, ticks or other wild or domestic animals. Getting lost, disoriented, separated from others for unforeseen amounts of time. Risk of head injury on rocks, tree limbs, other obstacles. High mountain passes. Poisonous plants such as poison oak. Sunburn. Wildfires. Quicksand. Cliffs. Loose slopes (such as scree slopes), rock fall, avalanche. Risk of trees or branches falling with or without wind. Risks associated with using hand and power tools, paint, solvents, construction materials and cleaning agents, including their use in service projects. Risk of exposure to airborne, food borne, and/or water borne viruses, bacteria, parasites or other illnesses. Risk of infection of wounds, blisters, burns. At stream and river crossings, risk of falling in or swimming in lakes or rivers (including drowning).

UNDERGROUND

Risks listed in "On Land" above, **plus** traveling underground, in lava tubes or limestone caves. Poor visibility due to low lighting, very uneven surface in places, rocks on ground and possible loose rocks (which could fall) along walls and ceiling. Low ceilings, very tight places. Diseases transmitted by bats or other organisms found in caves. Ice, mud, slippery footing, risk of cave collapsing.

ON SNOW

Risks listed in "On Land" above, plus risk of frostbite, hypothermia, avalanches, dehydration. Risk of sunburn, slipping, falling on ice or snow, twisting knees and ankles, landing on and breaking or spraining limbs. Risk of snow shelter collapsing, asphyxiation in tight spaces. Injury to self or others by means of skis, poles, snow saws, snow shovels, and other tools or equipment.

ON WATER and ALONG SHORELINES

Risks listed in "On Land" above, plus risk of exposure to wind, waves, whitewater rapids, strong currents, tides, cold water, and hypothermia. Sunburn. Exposure to marine animals such as sharks, jelly fish, water borne parasites, microbes, and other animals. Instability of boats, risk of flipping, pinning against obstacles, and entrapment inside overturned boat. Danger of other boaters (especially motorized boaters, jet skis). Injury while loading or unloading boats from trailer. Risks of unstable coastal cliffs, "sneaker" waves (waves that are unpredictable and much larger than others, which may wash a person into the ocean), logs or other debris in the water or surf which could injure or kill, tsunamis (huge waves caused by earthquakes). Risk of drowning.

IN CLASSROOMS

Risk of twisting, spraining, falling and breaking body parts. Risk of exposure to airborne, food borne, and/or water borne viruses, bacteria, parasites or other illnesses. Risks associated with using cooking equipment, art/craft equipment and materials, hand and power tools, paint, solvents, construction materials and cleaning agents, including their use in projects. Risk of wounds, blisters, burns infections.

INTERNATIONAL TRAVEL

Risks listed in the applicable categories above **plus** traveling in countries that are not subject to the strict safety standards present in the United States for food, travel, medical services and a host of other situations that are foreseen and not foreseen, including but not limited to violence and kidnapping due to political unrest.

ARIZONA EQUINE ACTIVITY STATUTES

§ 12553. Limited liability of equine owners and owners of equine facilities; exception; definitions

- A. An equine owner or an agent of an equine owner who regardless of consideration allows another person to take control of an equine is not liable for an injury to or the death of the person if:
 - 1. The person has taken control of the equine from the owner or agent when the injury or death occurs.
 - 2. The person or the parent or legal guardian of the person if the person is under eighteen years of age has signed a release before taking control of the equine.
 - 3. The owner or agent has properly installed suitable tack or equipment or the person has personally tacked the equine with tack the person owned, leased or borrowed. If the person has personally tacked the equine, the person assumes full responsibility for the suitability, installation and condition of the tack.
 - 4. The owner or agent assigns the person to a suitable equine based on a reasonable interpretation of the person's representation of his skills, health and experience with and knowledge of equines.
- B. Subsection A does not apply to an equine owner or agent of the equine owner who is grossly negligent or commits willful, wanton or intentional acts or omissions.
- C. An owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine with or without the owner's permission is not liable for injury to or death of the equine or the rider or handler.
- D. Subsection C does not apply to an owner, lessor or agent of any riding stable, rodeo ground, training or boarding stable or other private property that is used by a rider or handler of an equine if either of the following applies:
 - 1. The owner, lessor or agent knows or should know that a hazardous condition exists and the owner, lessor or agent fails to disclose the hazardous condition to a rider or handler of an equine.
 - 2. The owner, lessor or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.
- E. As used in this section:
 - 1. "Equine" means a horse, pony, mule, donkey or ass.
 - 2. "Release" means a document that a person signs before taking control of an equine from the owner or owner's agent and that acknowledges that the person is aware of the inherent risks associated with equine activities, is willing and able to accept full responsibility for his own safety and welfare and releases the equine owner or agent from liability unless the equine owner or agent is grossly negligent or commits willful, wanton or intentional acts or omissions.