

AGREEMENT TO PARTICIPATE: Rock Tree/Zip Line/Giant Swing ASSUMPTION OF RISK AND RELEASE OF LIABILITY

PLEASE READ THE FOLLOWING BEFORE SIGNING:

WHEREAS, THE UNDERSIGNED ("the APPLICANT") wishes to be accepted for participation in an Adventure-based program to be organized and conducted by Kellogg Springs Camp and Conference Center (KSCCC), Oakland, Oregon, and in consideration of KSCCC's action in allowing the applicant to participate in such a program. The applicant also allows use of their photo and/or comments for print materials:

The undersigned acknowledges that they are 8 years of age or older and weigh 275 lbs. or less, and that during the said workshop or program the Applicant has requested to participate in, that certain risks and dangers exist. These include, but are not limited to, the hazards of traveling terrain, depending on other people and being at various heights (ground to over 80'), accident or illness in remote places without medical facilities, the forces of nature and travel by air, train, boat, automobile or other conveyance. The undersigned further recognizes that these risks may also include loss or damage to personal property, physical or psychological damage and/or injury not excluding fatality due to accidents that may occur, including accidents resulting from this course experience or other type of outdoor activities. I further understand that participation in the activities I am requesting to participate in, I will be exposed to the effects of natural elements, including temperature extremes and inclement weather. Closed toe shoes must be worn at all times. NO REFUNDS.

I certify that I am completely healthy (both physically and emotionally) and capable of participating in this workshop or program. I understand that it is solely my responsibility to determine whether there is any medical reason that I should not participate in the workshop, and I do not rely on KSCCC for any assessment of my health or ability to participate in these activities.

In consideration of, and as part payment for the right to participate in such a program and the services arranged for me by KSCCC, its Shareholders, Directors, Officers, Employees, Agents, and/or Associates (hereafter referred to collectively as "KSCCC"), I have and do hereby assume all the above risks and any other ordinary risk incidental to the nature of the trip/ training, which are not specifically foreseeable, and for myself, my representatives, assigns, heirs, and next of kin, will release and HOLD HARMLESS KSCCC from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, whether caused by negligence of KSCCC or otherwise, which I now have or which may arise from or in connection with my program or participation in any other activities arranged for me by KSCCC, its Shareholders, Directors, Officers, Employees, Agents, and/or Associates, and their heirs, executors and administrators, successors and assigns and for all members of my family, including any minors accompanying me. In short, I cannot sue Kellogg Springs Camp and Conference Center and if I do I cannot collect any money. In addition, I will be liable for Attorney and Court fees associated with any litigation against KSCCC. I also state that I am not under, and will not be under the influence of any chemical substance including alcohol. I fully understand that my physical activity involves risk of injury. I also understand that my participation in this KSCCC activity is completely and entirely VOLUNTARY. I enter this workshop and take full responsibility for my decision to participate or not to participate and agree to follow all safety instructions.

I hereby give permission to the medical personnel selected by KSCCC to order injections and/or anesthesia and/or surgery for me. Such authorization for emergency treatment shall also include, but not be limited to: charges incurred for the providing of aid and arranging evacuation if KSCCC or its agents determined that such evacuation is necessary and desirable. I further agree to assume responsibility for the costs of any specialized means of evacuation of any medical care and acknowledge that these costs are the financial responsibility of the undersigned. I also understand and agree to abide by any restrictions placed on my activities.

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NAME OF PARTICIPANT (Please print)

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SIGNATURE OF PARTICIPANT (18 YEARS AND OLDER)

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Date of Signature

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SIGNATURE OF WITNESS OR GUARDIAN IF PARTICIPANT IS YOUNGER THAN 18

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Date of Signature