

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services and products of Medical Education: Do-it-yourself Injury Care LLC, dba MEDIC, also dba M.E.D.I.C., their agents, owners, officers, independent contractors, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MEDIC"); and in consideration of the services and products of Stonehearth Open Learning Opportunities, Inc., their agents, owners, officers, independent contractors, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SOLO"); and in consideration of the services and products of MEDICstore LLC, their agents, owners, officers, independent contractors, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MEDICstore"); I hereby agree to release, indemnify, and discharge MEDIC, SOLO, and MEDICstore, on behalf of my self, spouse, children, parents, heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a first aid and/or wilderness medicine course (including but not limited to First Aid, CPR, AED, Wilderness First Aid, Advanced Wilderness First Aid, Wilderness First Responder, Wilderness EMT, and review and scenario classes for any of the aforementioned courses [hereinafter referred to as "Course(s)"]), and my present and future practice of first aid and/or wilderness medicine on others or on myself, entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to people on whom I administer first aid and/or wilderness medicine, to third parties, or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; falling objects; the hazards of walking on uneven or rough terrain; collision with fixed or moveable objects or people; vehicle accidents while going to or from activities; accidents involving other bicycles or vehicles; pinches, scrapes, twists and jolts that could result in scratches, bruises, lacerations, strains, sprains, fractures, concussions; musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; blindness; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat-related illnesses), sunburn, dehydration, frostbite, frostnip; avalanches; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope or other burns; the use of equipment including but not limited to climbing ropes and equipment; equipment failure and/or operator error; limited visibility; open and vertical pits; confined spaces; entrapment; water hazards; whitewater; boat capsizing; accidental drowning; exposure to cold water which can result in cold shock, hypothermia and in extreme cases death; accident or illness occurring in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; the negligence of other climbers, visitors, participants or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; and the potential for me to administer first aid and/or wilderness medicine incorrectly, due to my not correctly remembering the instruction MEDIC, SOLO, and/or MEDICstore give me, that instruction itself containing errors omissions or faulty advice, my own possible inability to properly administer care under the stress of real-life situations, my misinterpretation or misuse of materials supplies and/or products which MEDIC, SOLO and/or MEDICstore give or sell to me, omissions or errors in MEDIC, SOLO and/or MEDICstore products (including but not limited to textbooks, handouts, cards, and other reference materials), or other causes any of which could result in any of the aforementioned physical or emotional injuries, paralysis or death to myself, to people on whom I administer first aid and/or wilderness medicine, and/or to third parties.

Furthermore, MEDIC's, SOLO's, and MEDICstore's owners, independent contractors, agents and employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction or fail.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity, both during the Course(s) and afterwards. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I grant permission to MEDIC, SOLO, and MEDICstore to use photos and videos of me in class, and my testimonials, for sharing, promotional, and public outreach purposes.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MEDIC, SOLO, and MEDICstore from any and all claims, demands, or causes of action, which are in any way connected with my participation in any Course(s) or my use of MEDIC's, SOLO's, and/or MEDICstore's training, products, equipment or facilities (owned, rented, or provided by another organization for free), **including any such claims which allege negligent acts or omissions of MEDIC, SOLO, and/or MEDICstore.**
4. Should MEDIC, SOLO, MEDICstore 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 in any Course(s) or while administering first aid and/or wilderness medicine, or else I agree to bear the costs of such injury/damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I hereby authorize any medical treatment and transportation MEDIC, SOLO, or MEDICstore deem necessary in the event of injury, accident or illness.
6. In the event that I file a lawsuit against MEDIC and/or MEDICstore, I agree to do so solely in the state of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules of that state. I agree to venue of any such suit in any court of appropriate jurisdiction located in the City of Charlottesville, Virginia. 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, or afterwards when I administer first aid and/or wilderness medicine, I may be found by a court of law to have waived my right to maintain a lawsuit against MEDIC, SOLO, and/or MEDICstore 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.

Signature of Participant _____ Print Name _____

Date _____ Phone _____ Email _____

Street Address _____

City, State, Zip _____

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

In consideration of _____ (print minor's name) ("Minor") being permitted by MEDIC and SOLO to participate in their Course(s) and to use MEDIC's, SOLO's, and/or MEDICstore's training, products, equipment and facilities (owned, rented, or provided by another organization for free), I further agree to indemnify and hold harmless MEDIC, SOLO, and MEDICstore from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such participation or use by Minor.

Signature of Parent or Guardian _____ Print Name _____ Date _____