



CHALLENGE BY CHOICE
Participant Information and Release of Liability

Disclosure:

Challenge By Choice, an adventure-based program located in South Fayette Township, involves a variety of activities that often include warm-ups, games, group initiative problems and low challenge ropes course elements. The level of participation in a **Challenge By Choice** program activity is, at all times, completely up to the individual's choice. Because of the physical nature of the program, there is a risk that must be assumed by each participant, that he or she may suffer an injury.

Our policy for participation in the physical aspects of the **Challenge By Choice** program requires that every participant have health/accident insurance coverage. Participants who do not have health and accident insurance are encouraged to become involved in the program in a non-physical manner. In addition, certain health/medical information must be made known to the facilitator(s) conducting the program so that they are prepared to respond appropriately if the need arises. This information will be held in confidence.

Challenge By Choice facilitators will follow principles set forth by Project Adventure, Inc. and will be approved by InterCare Health Systems. At least one facilitator will implement each program. Unsupervised and unauthorized use of the **Challenge By Choice** ropes course and/or equipment is prohibited.

Group Name: _____

Date of Program: _____

Participant Information:

Participant Name: _____

Do you have health/accident insurance? YES NO

Do you have any limiting physical challenges (temporary or permanent)? YES NO

If YES, explain: _____

Are you currently taking medication (prescribed or over the counter)? YES NO

If YES, identify medication and reason for use: _____

Do you have any allergies, reactions to medications or other medical limitations? YES NO

If YES, identify and explain: _____

Release of Liability:

I understand that parts of the **Challenge By Choice** program may be physically or emotionally challenging. I do not have any health problems that might interfere with the physical activity I choose to participate in. I am not under a physician's care for any undisclosed condition that might endanger my health or that of other participants. I recognize the inherent risks of **Challenge By Choice** activities. I understand that each participant must assume the risk of physical injury that could result from any of these activities. I further agree to indemnify and hold harmless InterCare Health Systems and the **Challenge By Choice** facilitators from any claims arising out of any injury or harm my participation might cause another individual during the course of his or her participation in the program or activities.

Participant's Signature (if over age 18): _____

Parent or Guardian's Signature (if under age 18): _____

Date: _____

Participant's Address : _____
Street City State Zip Code

Participant's Home Phone: _____ **Work Phone :** _____

Acknowledgment and Assumption of Risk



I acknowledge that by signing this document, I am releasing Venture Outdoors, Inc. (VO), Kayak Pittsburgh (KP), and their respective agents, employees, volunteers, trip leaders, volunteer trip leaders, members, sponsors, promoters, partners, officers, directors and affiliates (collectively "Releasees") from any and all liability. This release form is a contract with legal consequences. **PLEASE READ IT CAREFULLY BEFORE SIGNING.**

Activities covered by this document include: hiking, biking, canoeing, kayaking, rafting, paddleboarding, camping, backpacking, snowshoeing, cross country skiing, swimming, fishing, trail maintenance, cleanups, natural and artificial rock climbing, rappelling, caving, dog activities, geocaching, motorized river cruises, outdoor leadership training, wilderness first aid, and any other recreational or educational program offered by the Releasees.

ASSUMPTION OF RISK: Outdoor recreation, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care and steps the Releasees have taken to avoid injuries. I acknowledge that the same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. The following describes some, but not all, of those risks:

- Courses and outings may occur in remote places, many miles from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be significantly delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use. Attendant risks include loss of control of bicycle, kayak or other non-motorized vessel; collision with other participants, equipment, boats, vehicles, natural or man-made obstacles whether obvious or not.
- Travel is by vehicle, snowshoe, skis, foot, canoe, kayak, bicycle, paddleboard and other means, over unpredictable environments, including: rugged terrain, boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes, loose stones, and slippery rocks. Attendant risks include, scrapes, bruises, cuts, broken bones, concussion, submersion in water, falling, drowning, and others usually associated with such travel, including environmental risks. These are only some examples of such risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes or predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without notice and result in unpleasant conditions. Possible injuries and illnesses include hypothermia, shock, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions. These are only some of the examples of such injuries.
- Activities are conducted indoors and outdoors, day and night. Physical activities include running, paddling, sustained climbing, biking, hiking and repetitive lifting.
- Decisions are made by the instructors, trip leaders and participants based on a variety of perception and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's or participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Participants, including minors, will have unsupervised free time before, during and after their course or outing. Free time activities are not part of the Releasees' programs and are at the sole risk of the participants. The Releasees have no responsibility for such activities. Staff and volunteers may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals and not for any of the Releasees.
- Rock climbing on an artificial wall entails known and unanticipated risks including: climbing on or falling from loose and/or damaged artificial holds; the artificial climbing structures; falling to the ground, on others, or being fallen on by other users; abrasions from the walls, ropes, pads or the floor; equipment failure, belay failure or climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; or my own negligence. These are only some of the examples of such risks.

I am aware that this outdoor activity includes risks of personal property damage or loss, bodily injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks both identified herein and not specifically identified. I acknowledge that engaging in this activity may require a degree of skill, fitness level and knowledge different from other activities, and that the staff and volunteers of the Releasees have been available to more fully explain to me the nature, risks, and physical demands associated with this activity. **My participation in this activity is purely voluntary and I elect to participate in spite of and with full knowledge of all inherent risks and all other risks. I personally, knowingly, and voluntarily assume all these risks and all other risks. By signing below, I personally, freely and expressly assume and accept any and all risks of injury, death, property loss, and all other possible losses which might be attributable to Releasees.**

I represent that the Minor identified herein and/or myself are fully physically capable of participating in this activity without causing risk or harm to others or ourselves. Therefore, I accept on behalf of myself and the Minor full liability and responsibility for any and all types of losses suffered by me, the Minor identified herein, and all other persons who suffer loss. Such loss includes those from any and all risks including our own negligence or other wrongful conduct during the participation in this activity.

RELEASE: In consideration for Releasees allowing me to participate in this activity, I (and on behalf of my spouse, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors")) **agree to forever release and discharge the Releasees.** This includes sponsors, event organizers, promoting organizations, property owners, law enforcement agencies, all public entities, and their respective agents, officials, volunteers, management and employees through or by which the activities will be conducted. **I acknowledge and realize that by signing this two page document I am waiving and contractually agreeing to waive all of my rights to sue and/or bring any type of lawsuit for any loss against any of the entities, individuals, and Releasees as set forth above and described herein. I fully understand that this agreement to not bring any type of lawsuit includes claims I might have for the ordinary negligence and/or carelessness of Releasees. My waiver of all rights to sue includes those of the Minor as otherwise identified in this document.** This release is for any type of claim, including any property damage and loss, personal injury, emotional distress, illness, disability, and death, related to my and/or the Minor's participation in the activity or use of any equipment or facilities, or travel to or return from the activity.

INDEMNIFICATION: I agree to hold harmless, defend, and indemnify Releasees from all defense costs (including attorney fees, court costs and investigative costs) incurred in connection with all claims arising out of property damage, property loss or theft, personal injury, disability, death or other loss brought by or on behalf of me, the Minor, a family member, my estate; as well as claims of co-participants, rescuers,

spectators, or any other person arising from or relating to my use of the equipment, facilities, and/or participation in the activity, including claims that the Releasees were negligent.

HEALTH/SAFETY: I agree it is my sole responsibility to be familiar with the Releasees' rules, guidelines, special regulations, and other instructions for the activity. I understand and agree that situations may arise during the activity that may be beyond the immediate control of the Releasees. I will follow all safety rules, guidelines, applicable laws, and other instructions given. **I will wear required safety equipment, including wearing a PFD at all times while in any watercraft.** I have no physical or medical condition that to my knowledge would endanger others or myself if I participate in this activity, or would interfere with my ability to participate in this activity. I grant Releasees permission to treat me (or the minor) in case of illness, injury, emergency or accident, including administering first aid, CPR, AED or arranging emergency transport. Should emergency medical services become necessary, I understand that the expenses are my responsibility and not that of the Releasees. **Personal medical and travel insurance is strongly advised for all participants.**

PHOTO WAIVER: I hereby grant full permission for Venture Outdoors and Kayak Pittsburgh, and their respective agents, boards, commissions, and any other involved parties of the foregoing to take and use photographs, video, film, or any other record of this activity, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise. I waive any right of privacy, publicity, compensation, copyright or other rights to those images.

SEVERABILITY: Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Participant's Name including minor participant (print): _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: (____) ____ - ____ Email: _____ Male/Female (circle)

*Ethnicity (optional): _____ Date of Birth including minor participant: _____

**Venture Outdoors captures this data for funding and reporting purposes so we can better serve the community.*

Emergency Contact: _____ Phone: (____) ____ - ____

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT, UNDERSTAND IT, ACCEPT ALL ITS PROVISIONS, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

Signature of Participant: _____ Today's date: _____

Consent and Release of Parent or Guardian (Only to be filled out for participants under the age of 18)

I am the parent or guardian of _____ the Minor identified herein. The minor is fit for this activity and I consent to the minor's participation. In consideration of allowing the Minor to participate, I consent to it and agree that ALL OF ITS TERMS SHALL LIKEWISE BIND ME, THE MINOR, my heirs, legal representatives, and assignees. I HEREBY RELEASE THE RELEASEES FROM EVERY AND ALL CLAIMS AND ANY LIABILITY THAT I AND/OR THE MINOR MIGHT ALLEGE AGAINST THE RELEASEES as a direct or indirect result of injury to me or the Minor because of my or the Minor's participation in this activity. THIS IS SO WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of the Minor regarding any claim arising from the Minor's participation in the activity. ON BEHALF OF MYSELF AND THE MINOR I ALSO AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM EVERY POSSIBLE CLAIM AND ANY LIABILITY that might result from our participation.

I HAVE READ AND I UNDERSTAND ALL OF THE PROVISIONS OF THIS DOCUMENT.

Initial Here _____ I UNDERSTAND THAT VENTURE OUTDOORS IS RELYING UPON MY SIGNATURE AND WOULD NOT PERMIT THE MINOR TO PARTICIPATE IN THE ACTIVITIES OF VENTURE OUTDOORS IF I DID NOT SIGN THIS RELEASE, AND I AM SIGNING THIS RELEASE VOLUNTARILY AND WITHOUT ANY COERCION.

I permit the use of any photos, slides, films, or sketches of the Minor taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

In addition I consent that Venture Outdoors' staff and volunteer trip leaders are authorized to provide first aid and/or obtain or consent to medical care, including emergency room treatment, hospitalization, surgical treatment, and/or other medical care for the Minor.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print) _____

Signature of parent or legal guardian: _____ Today's Date: _____

LAUREL CAVERNS LOWER CAVING RELEASE FORM

(Everything on all pages must be read. A signature is required on this form.)
This form is to be presented in its entirety at check-in.

Be sure to carefully read each numbered “point to know.”

1. Laurel Caverns has 28 programs, only six of which require release forms.

- lower caving (ages 12 & up) • upper caving (ages 9 & up) • climbing and rappelling
- Adventure Sports and Cave Explorer badges (ages 9 & up) • Webelo Cave Explorer Pin
- This form only applies to the LOWER CAVING program or a program with Lower Caving.**

2. Lower Caving has requirements for group rates, registration, and times available.

Open registration caving is available at 10:00 A.M. and 2:00 P.M. on every Saturday and Sunday Laurel Caverns is open. Reservations are not required for the open registration trips. Groups of six or more may enter at either 10:00 A.M. or 2:00 P.M. on any day Laurel Caverns is open with prepayment and ten days advance arrangements. Please visit our website at www.laurelcaverns.com or call us at 724-438-3003 for further information.

3. Our cave has four zones: (1) the easy and well-lit portions of the traditional guided tour, (2) the maze of unlit but safe crawl passages off the guided tour, (3) the untouched, unlit, huge rooms below the guided tour path, and (4) the mile of untouched, unlit, forty-foot high corridors that go to the bottom of the mountain.

4. Lower Caving involves zones (1), (3), & (4) and is strenuous.

Laurel Caverns is the only developed cave in the northeast United States to offer exploring. It is Pennsylvania’s largest, with three miles of passages having over 2.5 million cubic feet of volume. Laurel Caverns has a total elevation drop of 464’, the deepest in the Commonwealth. Most of the cave is left in a natural state and it is its large, deeper, passages that necessitate this form. Be prepared for steep slopes, slippery mud, streams and hard sharp rocks. None of the lower caving passages is lighted and no conveniences exist in this section of the cave. It is just as it was a thousand years ago. As a rule of thumb, if your health prevents you from the ability to climb the steps of a multi-story building you should not engage in this program.

5. Participants must have reached their 12th birthday, no exceptions.

6. All participants must read and sign this form. Laurel Caverns cannot be responsible for illiteracy, lapses in comprehension, or an inability to read English.

7. Participants who appear under chemical influence or are resistant to rules as described in paragraph 10 will not be allowed to enter.

8. Lower caving is dangerous.

We cannot make the cave safe for those of you going into its undeveloped areas. To do this would mean complete commercialization and the idea of the exploring trip is to let you see the cave in its natural state. Accidents have occurred involving broken bones and the removal of an injured person is extremely difficult, taking as long as twelve hours. In that we cannot research each one of you we must rely on your word that you have sufficient background and physical ability to handle yourself in the cave. Please be aware that participants go into an underground area completely in its natural state and that in many places the footing is slippery, uneven, and treacherous.

9. Participants not properly prepared will not be admitted.

10. Proper preparation involves SIX things. (🕒 very important)

- 1. Participants must be wearing shoes with good tread and good ankle support (hiking boots are recommended).**
- 2. Participants should wear long pants and a long sleeved shirt.**
- 3. Participants must bring their own lights. Two sources of lights which will each last two hours are required. Keychain lights are not acceptable sources of light.**
- 4. Knapsacks will be searched. Picnic food, spray cans, weapons, and the like are prohibited.**
- 5. Hard hats are required and Laurel Caverns will supply hard hats at no extra charge, for anyone not having his or her own hard hat.**
- 6. This is a real caving trip involving some crawling. Bring a change of clothing!**

11. Your Exploring Director has the sole task of showing you the best route through the cave's maze and making sure you do not get lost. He or she can neither provide discipline nor medical advice.

12. It is humanly impossible for your Exploring Director to watch every movement and every step of every caving participant.

It is humanly impossible for the Laurel Caverns staff to know the physical abilities of each participant. Responsibility for such things as the tread of shoes, loose clothing, poor ankle support, medical history, physical ability, medical vulnerabilities, the brightness of lights, the fit of hard hats, discipline failures, the rocks and drops before each participant, and all other things which fall under the immediate purview of a participant must be, and in all fairness can only be, the responsibility of each participant.

13. Injuries are inevitable in caving and some have occurred in Laurel Caverns involving broken bones.

Something as simple as a twisted ankle may require a long tortuous removal process involving up to twelve hours of immobilization in a rigid basket, thirty or more rescue personnel, an ambulance ride and hospital stay at the participant's expense, X-rays and

observation at the participant's expense, and finally, exposure to unbelievably hyped media attention on your "dramatic cave rescue."

14. Parental signature is required for participants ages 12 through 17.

Laurel Caverns has no power to research any participant's family situation. A signature by one parent or guardian will be treated as consent by the other parent or guardian, if any. By signing for a participant, a parent or guardian is representing that the participant is at least 12 years old. IF ONE PARENT or guardian signs this release and the second parent or guardian objects to the participant's involvement in this activity, or is unaware of the contents of this form, the first parent or guardian must not give approval for the participant.

I (we) affirm that I (we) have carefully read and understand ALL FOURTEEN of the above paragraphs of this form. I (we) understand ALL FOURTEEN of the paragraphs of this form. I (we) understand that this activity involves risks of injury and I (we) voluntarily accept and assume all such risks. I (we) will not hold Laurel Caverns, its owners, or its agents, responsible for any injuries, accidents or problems arising out of any of the matters described in the fourteen paragraphs of this form.

Participant: _____

Yes, has at least reached 12th birthday

Parent: _____

Date: _____

Please print both names: _____
