

The Mankind Project New Warrior Training Adventure
NWTA Participant Agreement Regarding Assumption of Risk, Indemnification, and Release

New Warrior Training Adventure
May 24 to 26, 2013
Bar Harbour Camp, Buffalo Lake, Alberta

In exchange for the services provided to me by The Mankind Project, an Illinois corporation, The ManKind Project of Alberta, Ltd., a limited corporation, their agents, employees, officers, volunteers, and contractors, and any person or organization associated with them and their activities (collectively "MKP"), I, for myself and anyone who may act on my behalf, (hereinafter referred to collectively as "I and my Heirs" or "my Heirs") agree to and acknowledge the following:

1. **Risks.** I am participating in a program of personal growth and training for men sponsored and operated by MKP, known as the New Warrior Training Adventure ("NWTA" or the "Training"), the dates and location of which are given above. The NWTA will involve a variety of activities, including, but without limitation, strenuous, vigorous and challenging physical, mental, emotional and intellectual activities conducted indoors and outdoors during day and night (the "Activities"). The same elements which contribute to the unique character of the NWTA and the associated Activities can cause loss or damage to personal property, accidental injury, illness, or, in extreme cases, permanent trauma, disability, or death.

I understand that MKP does not want to reduce my enthusiasm for participating in the NWTA, and that MKP as a matter of integrity and accountability wants me to know in advance of the inherent or potential risks of the NWTA and the associated Activities. I understand that MKP will take reasonable steps to seek to provide a safe environment. However, I also understand that certain risks are inherent in the NWTA and cannot be eliminated without destroying the unique character of the Training and the Activities.

The risks discussed above include, but are not limited to:

- risks associated with outdoor physical activities (such as walking or running on uneven ground) including slips and falls, bruises, sprains, lacerations, fractures, and concussions;
- contact with plants, animals, snakes or insects that could cause stings, bites, allergies, or disease ;
- exposure to fire or heat from natural or manmade causes that could cause burns, dehydration, and fainting;
- exposure to cold, wet weather, and to other unpredictable forces of nature;
- exposure to the conduct of other NWTA participants;
- damage to property owned by me or by others;
- the failure or malfunction of equipment;
- inherent risks associated with being in a remote location, distant from medical facilities, where evacuation and medical care could be delayed;
- risks associated with traveling by land or air to and from the NWTA site or to and from a site of emergency medical care.

I understand that this list is not complete and that other unknown or unanticipated risks may result in property loss, serious injury, illness, or death.

2. **Medical Information.** I attest that (1) I have no medical, physical, mental, or emotional conditions which could interfere with or affect my safety while participating in the NWTA and the Activities, and I am fully capable both physically and mentally of participating in the NWTA and associated Activities without causing harm to myself or others; or (2) if I have any such condition, I have disclosed it fully to MKP.

I further certify that I have no past or present physical or psychological condition that might affect my participation in the NWTA or the Activities, other than those which I have disclosed on my medical form.

I understand that certain medical and psychological conditions may increase the risk of my participation in the NWTa. I release and forever discharge MKP from any liability or claims for any injuries to me which are a direct or indirect result of my medical or psychological condition.

The medical information which I have given to MKP is true, to the best of my knowledge, information, and belief and I have disclosed all medical conditions. I agree that I will inform MKP of additional medical conditions that may arise between the day I execute this Agreement and the date of the NWTa and Activities.

3. **Assumption of risk.** I understand and agree that MKP is not and cannot be a guarantor or insurer of my safety or well-being. I agree to act with reasonable care for my well-being and the well-being of all other people and property around me during the NWTa and the Activities. I also understand that swimming pools or other bodies of water that could be used for swimming may be present at the locations where the NWTa is held and that swimming is not a part of the NWTa experience. I understand that MKP has not inspected and makes no warranty regarding the condition of those pools or other bodies of water and provides no lifeguards. I agree that if I swim or otherwise enter those bodies of water, I do so at my own risk.

I accept and assume full responsibility for all of the risks and hazards associated with participation in the NWTa, whether known or unknown, including, but not limited to, 1) injury, death, or loss of personal property and related expenses which I may suffer as a direct or indirect result of those inherent risks and dangers described in this Agreement as well as those not specifically described; and 2) any injury that I may cause to any other person or any damage that I may cause to the property of others, as a result of my negligence or wrongful conduct. I elect to participate in the NWTa with full knowledge of all known or unknown risks.

4. **Voluntary Participation.** I understand that **my participation in any and all Activities is purely voluntary, and that I may decline to participate in any of the Activities at any time.**

5. **Release.** In consideration of being able to participate in the NWTa, I, for myself and my Heirs, release and discharge MKP from all claims or causes of action, present or future, arising from physical, emotional, or psychological injury, death and/or property damage suffered by me or any other person, resulting directly or indirectly from my participation in the NWTa and the associated Activities, including, without limitation, injury or damage caused in whole or in part by errors in judgment and/or any other negligence of MKP.

I understand that by signing this Agreement, I surrender all rights to make a claim or file a lawsuit against MKP for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, unless the claim arises from the intentional wrongful act, recklessness, or gross negligence of MKP.

6. **Nature of Release.** This release, waiver, and indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. If any portion of the Agreement is held invalid, the remainder of the Agreement will still continue in full legal force and effect.

7. **Indemnification.** I agree to indemnify and defend MKP against and hold MKP harmless from any claims arising out of my participation in the NWTa. The terms "indemnify" and "defend" mean that I will defend and protect MKP by payment or reimbursement for any costs or expenses incurred by MKP. This indemnification includes reimbursing MKP for reasonable attorneys' fees and related costs of litigation, including discovery.

8. **Confidentiality.** **I have signed the MKP Confidentiality Agreement** which is incorporated into this Agreement by reference.

9. **Health and Liability Insurance.** **I affirm that I have adequate health and/or other insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or that I am financially able and agree to bear the costs of such injury or damage to myself, property, or others.**

10. **Medical Authorization.** I hereby authorize MKP to obtain any reasonably necessary emergency, surgical, or other medical care for me, including hospitalization. I understand that MKP does not provide medical services during the Nwta weekend and is not responsible for ensuring the presence of any medical professionals at the Nwta. In the event that any representative, volunteer, affiliate or agent of MKP voluntarily administers emergency medical care to me, I hereby release such individual(s) from any and all liability with respect to such emergency medical care.

11. **Mediation, Arbitration, Waiver of Right to Sue.** I expressly agree that any claim or cause of action of any kind against MKP as a direct or indirect result of my participation in the Activities or Nwta, must first be submitted to mediation by a neutral third party, preferably a mediator who practices regularly under the auspices of the courts of the state where the MKP Center facilitating the Nwta is located. If after four (4) sessions, mediation is unsuccessful, the matter must then be submitted for a final and binding arbitration of my claims. Any such arbitration will be held in the state where the MKP Center facilitating the Nwta is located, and Illinois substantive law will apply in all such proceedings without regard to choice of law principles. I agree that any resulting arbitration award is final and binding upon both MKP and upon me and my Heirs, and by executing this Agreement I am expressly waiving any and all rights to litigate any such claim in any state or federal court. Any cause of action to enforce any arbitration award or any cause of action brought against MKP notwithstanding the waivers contained in this Agreement, must be brought in a court of competent jurisdiction in the state where the MKP Center facilitating the Nwta is located, and Illinois substantive law will apply. Any arbitrator chosen pursuant to this paragraph will be chosen from a list or lists supplied by the American Arbitration Association ("AAA"), with AAA rules to apply, and/or the Federal Mediation and Conciliation Service, or from any other mutually agreeable source.

12. **Agreement Controlling.** This release contains the entire agreement between MKP and me, and supersedes any and all other agreements or representations, written or oral.

I understand fully that by signing this Agreement, I waive my legal rights both to assert certain claims against MKP and to sue or otherwise assert any claims in a court of law. I agree that any dispute between MKP and me, or anyone representing me, or otherwise arising out of my participation in the Activities and the Nwta, must be submitted to final and binding arbitration. I fully understand the consequences of this waiver and acknowledge that I have had ample opportunity to ask questions regarding this Agreement. I have read the Agreement in its entirety, I understand the content and implications of the document, I sign this Agreement freely and voluntarily, and I agree to be legally bound by all of the terms and conditions of this Agreement.

Participant's Signature: _____ Date: _____

PLEASE PRINT:

Participant's Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Date of Birth: _____

ACCEPTED:

The Mankind Project / ManKind Project Alberta

By: _____ Center Director Date: _____