



RISKS AND HAZARDS STATEMENT OF UNDERSTANDING AND RELEASE

The undersigned hereby acknowledges and agrees to the following statements:

1. I, _____ (herein "participant") expect and intend to participate in outdoor activities to be sponsored by the NORWEGIAN OUTDOOR EXPLORATION CENTER, following the execution of this Statement of Understanding and Release.

(Participant Accident Insurance Is Required)

2. In consideration of the Norwegian Outdoor Exploration Center's sponsorship and direction of the activity, and his/her participation, participant hereby states that he/she has read and fully understands the Risks and Hazards Statement which is included herein and releases and discharges the State of Utah, the Norwegian Outdoor Exploration Center, and their officers, directors, agents and employees, mentors and volunteers from any and all claims, damages, losses or injuries connected therewith, including, but not limited to, any loss, damage or injury suffered by participant or others, as a result of failure to obey safety regulations or resulting from the exercise of the activity coordinator or other individuals acting in good faith response to emergencies and exigencies on this activity whether at the Norwegian Outdoor Exploration Center or any other location.
3. Participant further agrees and understands that during the activity, he/she will be under the direction of the instructor, mentor, or director approved by the Norwegian Outdoor Exploration Center and specifically agrees to comply with all reasonable directions and instructions by the instructor or director during the course thereof.
4. Participant understands and acknowledges that there are specific risks of injury to person and/or property that are associated with activity, including risks related to travel hazards, terrain, weather, eating and sleeping arrangements, and other circumstances. Participant also acknowledges that he/she understands that the activity could have but is not limited to the following risks: The outdoors and any outdoor activities are inherently dangerous, injuries range from minor scrapes and bruises to broken bones, head injuries, paralysis, and even death. Participant specifically assumes the risks associated with such conditions.
5. Participant understands and acknowledges that there is risk of serious injury or death in the case of an accident, and hereby agrees that none of the Norwegian Outdoor Exploration Center, its officers, directors, agents and employees, mentors and volunteers (hereinafter collectively referred to as the "Releasees") has any liability with respect to the transportation and any accident or loss, including, loss of property, personal injury or death that may occur. Participant further agrees to indemnify, protect, defend and save and hold harmless the Releasees from any action, suit, loss, liability, damage or cost arising out of or related to or incidental to the transportation of the participant.
6. Participant certifies and represents that if he/she drives a personal vehicle to, from, and/or during the activity, the vehicle must be covered throughout the period of the activity by a motor vehicle liability insurance policy, currently in effect, with limits of coverage and liability that satisfy the requirements of the Utah Motor Vehicle Safety Responsibility Act, 1952 Utah Code Anno. 41-12-1 et seq.
7. Participant understands and acknowledges that the Norwegian Outdoor Exploration Center assumes no liability for personal injuries or property damages to participants or to third parties arising out of activity, except to the extent that such liability is imposed by law. Participant agrees to indemnify and to save harmless, the State of Utah, the Norwegian Outdoor Exploration Center and its officers, agents, mentors, employees, and volunteers from any claim or liability arising out of the acts or omissions of the

participant during any such activity, subject to any limitations or restrictions against such indemnification that are imposed by law.

8. Participant understands and acknowledges that there may be unsupervised times before, during, or after the hours of the sponsored activity. It is understood that during this time participants will conduct themselves as responsible individuals as well as adhere to all applicable laws and statutes in effect. Failure to comply with this section may result in physical harm or property loss due to hazards beyond the Norwegian Outdoor Exploration Center's control. Failure to comply may also result in expulsion from the activity. The Norwegian Outdoor Exploration Center will not be responsible for any such acts nor any costs resulting from expulsion from the activity.
9. The participant hereby understands that he/she should arrange for appropriate personal health insurance coverage (e.g., hospital/medical insurance, student health insurance, etc.) during the period of the activity. The participant agrees and understands that he/she will be personally responsible for any medical costs incurred during this activity.
10. Participant agrees not to use any illegal drugs or alcohol while undertaking this activity with the Norwegian Outdoor Exploration Center and to abide by all provisions of the Norwegian Outdoor Exploration Center Participant Rights & Outdoor Code.
11. In case of emergency contact, _____ at
phone # _____.

12. **Media Release:** At times NOEC takes photos of the participants engaged in their activities. With these photos NOEC can share a part of the outdoor experience via their website www.thenoec.org. On special occasions, selected photos are used in the local media for recognition and/or for fund raising purposes.

*Note: Names of the participants will NEVER be used unless further permission is obtained.

I **do not** want the participant to be shown on NOEC's website or any other media.

Dated: _____, 20_____.

Signed: _____
Participant

(If participant is under age 18, the signature of at least one parent, or of a legal guardian, must be supplied):

Dated: _____, 20_____.

Signed: _____
Parent or Guardian