



# **SCA PROGRAM PARTICIPANT AGREEMENT**

## **SINGLE DAY EVENT**

**(Including assumption of risks and agreements of release and indemnification)**

Please read this document carefully. It contains important information about the participant's participation with The Student Conservation Association, Inc. ("SCA") service programs and its risks, and describes certain rights of SCA in the event you suffer a loss in connection with the program. It should be signed by all Participants (adults and minors) and by at least one parent, or guardian (either, referred to as Parent) of a minor Participant (under 18 years of age).

Acknowledging that the economic viability of SCA programs is based upon participants executing this document, and in consideration for being permitted to participate on such program(s), Participant and/or Parent of a minor Participant, acknowledge and agree as follows:

### **ACTIVITIES AND RISKS**

I, \_\_\_\_\_, Participant, adult or minor, acknowledge that I have voluntarily agreed to participate in the SCA program of my choice with knowledge that travel to, and volunteer work in, the area designated for this SCA program involves risks and dangers including, but not limited to the following: exposure to the unpredictable forces of nature; accident or illness without the means of rapid evacuation or the availability or adequacy of medical attention; physical exertion for which I may not be prepared; the use of a variety of tools, including picks, shovels, mechanized equipment, and chain saws; misjudgments and even carelessness on the part of SCA staff members and other participants in the program, and, in certain programs, the hazards of moving about in an urban, rural or wilderness environment. Such risks are inherent in an SCA experience: that is, they cannot be removed without changing the nature of the activity, and reducing its value to the participants. I acknowledge that the enjoyment and excitement of participating in an SCA program is derived in part from these and other inherent risks related to travel and a variety of environments and activities beyond the relative safety of life at school, work or home; and that these inherent risks contribute to such enjoyment and excitement, and are a reason for my voluntary participation. I understand that other risks, not inherent and perhaps not even foreseeable, may be encountered in the course of my SCA activities. The following is a description of the SCA program in which I expect to participate: SCA staff or Alumni Council-led service event.

### **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

I, an adult Participant, or Parent of a minor Participant, (for myself and on behalf of the minor Participant) hereby expressly acknowledge and assume all the risks of participation in the SCA experience described above, inherent and otherwise, and whether or not described above. If I am a minor Participant, I have discussed the activities and risks with my Parent and I nevertheless wish to Participate in the SCA program selected by me.

### **AGREEMENTS OF RELEASE AND INDEMNITY**

I, an adult Participant, or Parent of a minor Participant (for myself and on behalf of the minor Participant), hereby release and discharge SCA, its owners, officers, directors, trustees, employees, volunteers and agents ("Released Parties") from and against any and all liability arising in any way from my, or the minor's, participation in the SCA program or any aspect of it. I agree that this release shall be legally binding upon me, my minor child or ward who is a Participant, and my (and the minor's) heirs, successors, assigns, and legal representatives; it being my intention to fully assume, for myself and for the minor, all the risk of travel and participation and to release the Released Parties from any and all liabilities, to the

maximum extent permitted by law. I further agree to indemnify (that is, protect and pay or reimburse payments of damages and costs, including attorneys fees) the Released Parties, and each of them, from claims of loss either caused by or incurred by me or the minor, arising from my, or the minor's, participation in the SCA program, whether those claims are brought by a member of my, or the minor's, family, a co-participant or others. These agreements of release and indemnity include claims of the negligence of a Released Party, but do not include claims of gross negligence or intentionally wrongful conduct.

### PHOTO RELEASE

Yes, I allow SCA to use any photographs taken of me for use in public relations efforts, promotional materials, educational activities, exhibitions, website, or for any other use for the benefit of the organization.

### OTHER

I, an adult Participant, or Parent of a minor Participant (for myself and on behalf of the minor Participant), understand that my, or the minor's, participation is subject to acceptance by SCA and upon acceptance shall be deemed to have been entered into and to be performed in Charlestown, New Hampshire. In the unlikely event a legal dispute should arise between Participant and a Released Party involving any subject matter whatsoever, I agree that the following conditions will apply (a) the dispute shall be submitted for binding arbitration through the American Arbitration Association); (b) the dispute will be governed by New Hampshire substantive law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be limited, to the extent permitted by law, to my costs for participation in the SCA program.

### KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this agreement, especially noting those regarding limitation of liability, and responsibility borne by event participants. I understand this is a legally binding and enforceable contract and sign it of my own free will. I will 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. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

\_\_\_\_\_  
**Signature of Adult Applicant**

\_\_\_\_\_  
**Date**

**PARENT OR GUARDIAN OF A MINOR.** I certify that I am the parent or legal guardian of the below-named minor, and hereby give my permission for this minor to participate in the SCA program. I agree individually and on behalf of my child to all the terms above, including but not limited to the description of the activities and risks, the acknowledgement and assumption of risks, the agreement of release and indemnity, the provisions as to dispute resolution, and to the provisions on a knowing and voluntary execution. My child has no physical or medical condition which to my knowledge, would endanger him/herself or others if he/she participates in this event, or would interfere with his/her ability to participate in this event.

\_\_\_\_\_  
**Name of Minor (if applicable)**

\_\_\_\_\_  
**Signature of Parent of Guardian**

\_\_\_\_\_  
**Name of Parent of Guardian (Please Print)**

\_\_\_\_\_  
**Date**