

# Meadowkirk

## Participant Agreement, Release and Acknowledgement of Risk

In consideration of the services of, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their own behalf (hereinafter collectively referred to as "Meadowkirk"), I hereby agree to release and discharge Meadowkirk, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Meadowkirk's activities including but not limited to: recreation, sports, hiking, challenge course and team building programs and river tubing, entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **In addition to the risks already stated, other risks include but are not limited to:** Meadowkirk programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in challenge course activities and potential for slips, falls, and falling, rope burns, pinches, scrapes, twists, and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity, there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated disease. Furthermore, Meadowkirk facilitators have difficult jobs to perform. While they are concerned with safety of participants, they may not be aware of participant fitness or ability, and not be able to accurately judge all weather conditions.
2. I expressly agree and promise to accept and assume all risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and to hold harmless Meadowkirk from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Meadowkirk's equipment or facilities, including any such Claims which allege negligent acts or omissions by Meadowkirk.
4. Should Meadowkirk 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, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created directly or indirectly, by any such condition.
6. I understand and agree that Virginia Law shall govern this agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Meadowkirk 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 understand it, and I agree to be bound by its terms.**

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### Parent's or Guardian's Additional Indemnification (Must be completed for participants age 18 years old or less)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by Meadowkirk to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless Meadowkirk from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

# Meadowkirk

## Participant Emergency Medical Information

No	Yes	If yes, Please explain
<input type="checkbox"/>	<input type="checkbox"/>	Allergies to foods, drugs, insect bites and dust. Please identify which and the nature of the reaction. _____
<input type="checkbox"/>	<input type="checkbox"/>	Physical disabilities or conditions. Please identify: _____
<input type="checkbox"/>	<input type="checkbox"/>	If you are presently taking any medication, please identify. _____ _____

## Complete Part I or Part II Only-Consent to Medical Treatment

### PART I (To grant consent for a child age 18 years old or less)

Purpose: To enable parents and legal guardians to authorize the provisions of emergency treatment for children who become ill or injured while under the care or authority of Meadowkirk.

#### Permission To Treat:

Parent Name: \_\_\_\_\_ Phone #(s): (\_\_\_\_) \_\_\_\_ - \_\_\_\_ or (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Alt. Parent or Guardian Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

The undersigned grants (Group Leader) or Meadowkirk Staff have permission to treat

(add child's name) \_\_\_\_\_ in the event parents or guardians cannot be reached.

#### Preference 1:

I hereby give my consent for: The administration of any treatment deemed necessary by (preferred physician or dentist) \_\_\_\_\_ at phone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_.

#### Preference 2:

In the event the preferred practitioner above is not available, transfer child to (preferred hospital or medical center) \_\_\_\_\_ at phone number (\_\_\_\_) \_\_\_\_ - \_\_\_\_ or any hospital reasonably close.

If no hospital is listed above, transport to the nearest urgent care facility or emergency room.

*This authorization does not cover major surgery unless the medical opinions of two other licensed practitioners concur with the necessity for such surgery is obtained prior to the performance of surgery.*

#### Medical Facts concerning the child's medical history and conditions to which a physician should be alerted:

\_\_\_\_\_  
\_\_\_\_\_

Parent or Legal Guardian Signature: \_\_\_\_\_

Parent or Legal Guardian Printed Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

### Part II (To NOT grant consent for treatment) (complete only if part I was not completed)

I do **not** give my consent for emergency medical treatment for my child. In the event of any injury or illness requiring emergency treatment, I wish \_\_\_\_\_ (group leader) take no action or to

(Instructions to be followed) \_\_\_\_\_

Parent or Legal Guardian Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_