

Eagle's Nest Foundation
Trustee and Representatives Weekend October 18-20, 2024

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

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

1. I understand that I must abide by ENF regulations and that possession or use of tobacco, drugs, or controlled substances not prescribed by a physician on ENF property or during ENF programs is prohibited. I also understand that if I fail to adhere to these policies, and am asked to leave the program as a result, I should not necessarily expect to be able to return to any future Eagle's Nest programs.
2. I understand that ENF reserves the right to dismiss from program any participant who breaks Eagle's Nest policies or whose presence threatens the best interest of the Foundation.
3. I acknowledge that participation in ENF Representatives and Trustees Weekend entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, my child, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of activities.
4. I expressly agree and promise to accept and assume all of the inherent risks existing in this event and its activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ENF from any and all claims, demands, or causes of action, which arise out of the risks inherent in this event and its activities and my use of ENF equipment or facilities.
6. In the event of a dispute with, or any type of claim whatsoever against Eagle's Nest Foundation, Eagle's Nest Camp, Hante Adventures, or any agent or employee thereof, I agree that the sole and exclusive proper venue for any lawsuit related to such dispute is in Transylvania County, North Carolina. Any suit filed outside of Transylvania County, North Carolina is subject to dismissal with the costs, including reasonable attorney's fee, taxed against the Plaintiff.
7. Should ENF 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.
8. I certify that I have adequate insurance to cover any damage I may suffer arising out of the risks inherent in this activity. 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.
9. I give ENF permission to administer medical treatment in the event of injury to my person during this event.

By signing this document, I acknowledge that if I am or my child is hurt, or property is damaged during my participation in this activity, I waive my right to maintain a lawsuit against ENF on the basis of any claim from which I have released them herein.

Please note: EACH participant must sign, with additional parental signature if under 18, and provide pertinent medical information on reverse and attached pages. Thank you!

PARTICIPANT #1

(Must be completed by all participants, including those under 18)

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. Unless otherwise informed in writing, ENF has my permission to use my picture, image and video footage in promotion and video promotions.
Signature of Participant _____ Participant's date of birth _____

Print Name _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ENF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ENF 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. Unless otherwise informed in writing, ENF has my permission to use my child's pictures, images and video footage in promotion and video promotions.

Parent/Guardian Signature _____ Print Name _____ Date: _____

Participant 1: We want to keep you safe and healthy and take care of any medical issues that may arise. To help us with this, please answer the following questions:

Describe any known medical conditions and how you manage them: (asthma, seizures, diabetes, heart condition, etc.)

Please list any pertinent allergies: _____

Please describe any recent injuries that might affect your participation in our offered activities:

PARTICIPANT #2

(Must be completed by all participants, including those under 18)

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. Unless otherwise informed in writing, ENF has my permission to use my picture, image and video footage in promotion and video promotions.
Signature of Participant _____ Participant's date of birth _____

Print Name _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ENF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ENF 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. Unless otherwise informed in writing, ENF has my permission to use my child's pictures, images and video footage in promotion and video promotions.

Parent/Guardian Signature _____ Print Name _____ Date: _____

Participant 2: We want to keep you safe and healthy and take care of any medical issues that may arise. To help us with this, please answer the following questions:

Describe any known medical conditions and how you manage them: (asthma, seizures, diabetes, heart condition, etc.)

Please list any pertinent allergies: _____

Please describe any recent injuries that might affect your participation in our offered activities:

PARTICIPANT #3

(Must be completed by all participants, including those under 18)

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. Unless otherwise informed in writing, ENF has my permission to use my picture, image and video footage in promotion and video promotions.

Signature of Participant _____ Participant's date of birth _____

Print Name _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ENF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ENF 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. Unless otherwise informed in writing, ENF has my permission to use my child's pictures, images and video footage in promotion and video promotions.

Parent/Guardian Signature _____ Print Name _____ Date: _____

Participant 3: We want to keep you safe and healthy and take care of any medical issues that may arise. To help us with this, please answer the following questions:

Describe any known medical conditions and how you manage them: (asthma, seizures, diabetes, heart condition, etc.)

Please list any pertinent allergies: _____

Please describe any recent injuries that might affect your participation in our offered activities:

PARTICIPANT #4

(Must be completed by all participants, including those under 18)

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. Unless otherwise informed in writing, ENF has my permission to use my picture, image and video footage in promotion and video promotions.

Signature of Participant _____ Participant's date of birth _____

Print Name _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ENF to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ENF 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. Unless otherwise informed in writing, ENF has my permission to use my child's pictures, images and video footage in promotion and video promotions.

Parent/Guardian Signature _____ Print Name _____ Date: _____

Participant 4: We want to keep you safe and healthy and take care of any medical issues that may arise. To help us with this, please answer the following questions:

Describe any known medical conditions and how you manage them: (asthma, seizures, diabetes, heart condition, etc.)

Please list any pertinent allergies: _____

Please describe any recent injuries that might affect your participation in our offered activities:

