

**Joshua Tree National Park Association;
The Desert Institute at Joshua Tree National Park.**

PARTICIPANT AGREEMENT

(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully before signing. It must be signed by or on behalf of all participants in the activities of The Desert Institute of Joshua Tree National Park Association (“the Institute”). Parents must agree and sign for themselves and on behalf of their minor (under 18 years of age) child or children.

In consideration of the Institute allowing me and/or my child to participate in courses and other activities organized by it, I, an adult participant or parent of a minor participant, acknowledge and agree, for myself and for the minor child, as follows:

1. Activities and risks: I understand that the activities (“courses” or “classes”) of the Institute are described at the Institute’s website (www.joshuatree.org) and catalogue and include, among others, the following: hikes of up to twelve miles and elevation changes of up to 4000 feet in one day, “scrambling” (three points of contact required) over large boulders; large camp fires and temporary camping; handling non-venomous reptiles and snakes, some of which may carry E. Coli, working with sharp objects (including artifacts, rocks and rock shards) and knives and other tools; carrying a pack of perhaps twenty-five pounds; working in an environment attractive to bees; and some programs activities at night, and night driving.

I understand that the Institute activity in which I and/or my child is enrolled will expose participants to certain risks. These risks include, though not exclusively, the following: personal injury, including death, and loss or damage to personal property; heat exhaustion or heat stroke; contact with harmful plants, animals or insects that may result in bites, stings, or lacerations; contusions or broken bones; hypothermia, drowning, slipping and falling; falling objects, avalanche and rock slide; the hazards of carpooling with other participants or staff to various locations; traveling by vehicle (perhaps 200 miles in one day) and on foot in a desert wilderness area and over roads, trails and rough and unstable terrain; the forces of nature, including weather and temperatures conditions which may include extreme heat and severe exposure to the sun; and errors of judgment and other acts and omissions, including carelessness, of Institute staff (including volunteers, and instructors), other participants and third persons over whom the Institute has no control. The Institute instructors are independent contractors. As such, they, and not the Institute, are responsible for their acts and omissions. Accidents and illnesses may occur in remote areas without easy access to medical facilities equipped to deal with the emergency. The risks described above are inherent in the activities – that is, they cannot be eliminated without altering the value and very character of the experience. I understand that other risks may also be encountered.

2. Assumption of risks: For myself and, if applicable, for my minor child, I voluntarily assume all the risks and hazards of the Institute activity in which I, or the child, will participate. If my minor child is a participant, I have discussed the activities and their risks with the child and she or he wishes to participate nevertheless. Participation is entirely at my, and the child’s, if applicable, own risk. I, and the child, will learn and follow safety guidelines and procedures established for the activity.

3. Medical Emergencies: I give permission to the Institute staff or emergency personnel of Joshua Tree National Park or other agencies to administer to me, or to the child, basic first aid and, if age appropriate, Adult CPR in the event of an accident, injury or illness. If in their opinion circumstances require such action, they may provide or obtain other emergency medical care and exchange medical information with third party care givers. I understand that staff members may not possess the required training or equipment to handle all incidents that may occur. I represent that I have adequate insurance to cover any injury or damage which I or

the child may cause or suffer while participating, and in any event I agree to bear the costs of such injury or damage. I am, or the minor participant, if applicable, is, physically fit and able to engage in the activities and have no medical or physical conditions that could cause me, or the child, to be a danger to ourselves or to others. Participants must consult with a physician regarding protection from food, plant and other allergies and carry all recommended medications for these conditions. These medications will not be available from Institute staff.

4. Release of Claims and Indemnity: I, an adult participant or parent of a minor participant (for myself and for the child) do hereby release and agree not to sue the Institute, Joshua Tree National Park Association, and their respective officers, directors, employees, members, instructors and volunteers ("released parties") with respect to any personal injury or illness, loss, liability, damage, or costs incurred by me or the child arising from my or the child's enrollment or participation in the activities of the Institute. Further, I agree to indemnify (that is, defend and protect, including payment of claims, costs, and attorneys fees) the released parties and each of them from claims of others arising from losses incurred by me, or the child, or caused by me, or the child. These agreements of release and indemnity include claims alleging or arising from the negligence (but not the gross negligence) of a released party.

5. Other: I agree to allow the institute to use my or the child's likeness in photographs or videos taken during these activities to promote the Institute, without compensation. The Institute reserves the right to cancel or change activities without prior notice. The Institute reserves the right to cancel or terminate the registration or participation of any participant who, in its sole discretion, fails to meet the requirements of these activities.

Any dispute between the participant and the Institute or another released party will be governed by the substantive laws of the State of California (not including the laws which may invoke the laws of another jurisdiction); and any suit or other legal proceeding pertaining to any such dispute will be brought in the courts of San Bernardino County, California.

I have had sufficient opportunity to read this entire document. I have read and understood this document and, for myself and for my minor child who may be a participant, I agree to its terms.

Signature of Participant: _____

Print Name Clearly: _____ Date _____

MINOR AGE PARTICIPANT: If a participant is under 18, his or her parent or legal guardian must sign below.

Signature of Parent or Legal Guardian: _____

Print Name Clearly: _____ Date: _____

Health Questionnaire (Use additional paper if necessary.)

Please list all medical conditions _____

Please list all medications you are currently taking _____

Emergency Contact Info:

Name _____ Phone _____