



PARTICIPANT INFORMATION & WAIVER

1000 Ability Way, Park City UT 84060
reservations@discovernac.org
p: (435) 649.3991 f: (435) 658.3992
www.discovernac.org

PARTICIPANT INFORMATION

(To be completed in full)

Name: _____
Today's Date: ___/___/___ Date of Birth: ___/___/___
Gender: _____ Age: _____
Height: _____ ft _____ in Weight: _____ Shoe Size: _____
Address: _____
City: _____ State/Country: _____ Zip: _____
Home Phone: _____
Cell Phone: _____
Email: _____
Diagnosis - Primary: _____
Diagnosis - Secondary: _____
Details: _____
Date of Onset: _____
Mobility Concerns/Assistive Devices: _____

Primary spoken language: _____
Have there been any seizures in the last year? ___ Yes ___ No
Most recent date: _____ Are they controlled? _____
Seizure Type: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relation: _____
Home Phone: _____
Cell Phone: _____
Email: _____

PARENT/ GUARDIAN/ CAREGIVER INFORMATION

Name: _____ Relation: _____
Home Phone: _____
Cell Phone: _____
Email: _____

Allergies: _____ No Concerns

Dietary Restrictions: _____ No Concerns

ADA Needs: _____ No Concerns

Service Animal Onsite: ___ Yes ___ No

MILITARY SERVICE INFORMATION

(If applicable)

Relationship to Service member: _____ OR Select one: ___ Active Duty ___ Veteran ___ Reservist ___ Guardsman
Branch of Service: _____ Rank: _____
Years of Active Duty: _____ Date of Separation from Active Duty: ___/___/___
Deployment Experience (circle one): Pre-9/11 | Post-9/11

PROGRAM SPECIFIC

Has the participant ridden a horse? ___ Yes ___ No
If yes, what kind? ___ Pony Ride ___ Western ___ English ___ Trail Ride
Did you need assistance? ___ Yes ___ No If yes, what kind? ___ Lead walker ___ Side walker ___ Not sure
Has the participant alpine skied before? ___ Yes ___ No
If yes, what kind? ___ Stand: ___ Typical Skis ___ Snowboard ___ Ski Walker ___ Other
___ Sit: ___ Bi-Ski ___ Mono-Ski
Skill Level: ___ Never Ever ___ Beginner ___ Intermediate ___ Advanced

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MEDIA RELEASE

Indicate your **Consent:** ___ **OR Non-Consent:** ___ for the National Ability Center and its subsidiaries and affiliates to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending National Ability Center activities or events. By consenting, I further agree that the National Ability Center and its subsidiaries and affiliates may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation during activities, I may be found by a court of law to have waived my right to maintain a lawsuit against NATIONAL ABILITY CENTER and its subsidiaries and affiliates on the basis of any claim from which I have released them herein.

In consideration of the services of National Ability Center, their, subsidiaries and affiliates; agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NATIONAL ABILITY CENTER"), I hereby agree to release, indemnify, and discharge NATIONAL ABILITY CENTER, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

In consideration of the services of National Ability Center, 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 "NATIONAL ABILITY CENTER"), I hereby agree to release, indemnify, and discharge NATIONAL ABILITY CENTER, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that recreational activities entail known and unanticipated risks that 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.
The risks include, among other things: collision with fixed objects, other people, other watercraft, or wildlife; accidental drowning; equipment failure; high wind, waves, or other inclement weather conditions including lightening. Exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Exposure to cold water can result in cold shock, hyperventilation, and hypothermia and in extreme cases death and accidental drowning is also a possibility. Additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.
Furthermore, NATIONAL ABILITY CENTER organizers have difficult tasks to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly recognize and acknowledge and accept that NATIONAL ABILITY CENTER staff and volunteers have difficult jobs to perform during outdoor activities; that they seek safety, but they are not infallible; that they might be unaware of or misjudge a participant's fitness, awareness, weight or abilities; that they might misjudge the weather or other environmental conditions; and that they may give incomplete warnings or instructions; and the equipment being used might fail or malfunction. Additionally, I agree to wear activity related safety equipment including but not limited to items such as a U.S. Coast Guard approved personal flotation device (personal floatation device) while participating in watersports, cycling helmets and skiing & snowboarding helmets.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NATIONAL ABILITY CENTER 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 NATIONAL ABILITY CENTER's equipment or facilities, **including any such claims which allege negligent acts or omissions of NATIONAL ABILITY CENTER.**
4. Should NATIONAL ABILITY CENTER 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 myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against NATIONAL ABILITY CENTER, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

EQUIPMENT AGREEMENT

1. Any individual or group using NATIONAL ABILITY CENTER owned equipment assumes liability for any damages, loss or injury to the equipment regardless of fault. The NATIONAL ABILITY CENTER's insurance policy will not cover damages, loss or injuries to the program or participant using NATIONAL ABILITY CENTER owned equipment under the terms of this agreement.
2. As a borrower, I agree to inspect the NATIONAL ABILITY CENTER owned equipment for any damages or conditions and report these immediately to the proper NATIONAL ABILITY CENTER authorities and refuse the equipment loan.
3. If equipment becomes lost or damaged during which I borrow equipment, I understand that I will be charged for repairs or and/ or replacement.
4. As a borrower of NATIONAL ABILITY CENTER owned equipment, I agree to release liability and covenant not to sue the NATIONAL ABILITY CENTER, its affiliated clubs, their administrators, directors, agents, coaches and other employees of the organization, other participants, sponsors, advertisers, their heirs and if applicable, owners and leasers of the premises used to conduct the activity, all of which are hereafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused in whole or in part by the negligence of the release or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY AND SIGN IT VOLUNTARILY.

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 NATIONAL ABILITY CENTER 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 understood it, and I agree to be bound by its terms.

Participant Signature _____ Print Name _____
Street Address _____
City, State, Zip _____ Today's Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

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

In consideration of _____ ("Minor") being permitted by NATIONAL ABILITY CENTER to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NATIONAL ABILITY CENTER 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/ Guardian Signature _____ Print Name _____ Date _____