

Agency/Group Name: \_\_\_\_\_ Trip Date: \_\_\_\_\_

Type of Trip:  Sea Kayaking  Cross-Country Skiing  Whitewater Rafting

### Environmental Traveling Companions Health Form

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact/Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Occupation \_\_\_\_\_ Employer \_\_\_\_\_ Race/Ethnicity \_\_\_\_\_

Birth Date \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your Medical Insurance Co. \_\_\_\_\_ Policy # \_\_\_\_\_

Emergency Contact Person \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Day Phone \_\_\_\_\_ Emergency Contact Alternate Phone Number \_\_\_\_\_

Specific Disability (if any) \_\_\_\_\_

Medication:

Name of Medication	Dosage	Schedule	Reason for Medication

Dietary Restrictions \_\_\_\_\_

**Please indicate if you currently have or previously had any of the following conditions. For any "YES" responses, please provide specific details on the right side of this section:**

1. NO YES Any problems with vision or hearing? Do you require glasses, hearing aid?
2. NO YES Problems with teeth - use of dentures, bridge or braces?
3. NO YES Dizzy spells, fainting, convulsions, persistent headaches?
4. NO YES Asthma or respiratory problems?
5. NO YES Palpitation of the heart, irregular heartbeat, heart murmurs?
6. NO YES Jaundice or hepatitis?
7. NO YES Broken bones, joint dislocations, serious sprains?
8. NO YES Any severe injury to head, chest, or internal organs?
9. NO YES Allergies to any specific drugs, foods, insect bites, bees? Please list: \_\_\_\_\_
10. NO YES History of diabetes, thyroid trouble, heart disease?
11. NO YES Other significant medical or neurologic disorders?
12. NO YES Do you smoke?
13. NO YES Any special accommodations for toileting?

**By checking this box, I agree that I have reviewed ETC's Essential Eligibility Criteria for Participation and feel that I meet these criteria.**

I hereby acknowledge ETC to administer First Aid and/or emergency medical treatment and/or secure such medical services that may be necessary for myself or any minor on whose behalf I am signing. I realize that any emergency or medication that may become necessary are the sole responsibility of the participant.

**By signing this release I agree that I have read it carefully, agree with its terms, and I sign it of my own free will.**

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

(Signature of participant or parent or guardian if participant is under 18)

Name (please print) \_\_\_\_\_

Please check here if you do not want your photo used in ETC or California State Parks publications or outreach.

## PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

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

1. I acknowledge that my participation in the following guided activities: hiking, camping, backpacking, river rafting, skiing, and kayaking activities entails 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:** slips and falls; being struck by rock fall or other objects dislodged or thrown from above; pinches, scrapes, twists and jolts that could result in cuts, scratches, bruises, sprains, lacerations, fractures, or concussions; hazards of walking on uneven terrain; water hazards; canoe or kayak entrapment; accidental drowning; capsizing or entrapment; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred, bounce, and shaken during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; musculoskeletal injuries including head, neck, and back injuries; exposure to temperature and weather extremes which could cause cold water shock, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; strong wind, cold, storms, large waves, eddies, whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; loss or damage to equipment being used; equipment failure and/or operator error; improper lifting or carrying; being lost or separated from their guides or companions; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; transmissible pathogen or disease; consumption of food or drink; my own physical condition, and the physical exertion associated with this activity. Furthermore, ETC personnel have difficult jobs 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, 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. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in water activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ETC 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 ETC's equipment or facilities, **including any such claims which allege negligent acts or omissions of ETC.**
4. Should ETC 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. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives.
6. In the event that I file a lawsuit against ETC, I agree to do so solely in the state of California, 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 portions shall remain in full force and effect.
7. The undersigned waives the protection afforded by any statute or law in jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of the executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

**I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death or property damage against the U.S. Department of the Interior – Bureau of Reclamation ("U.S. Government), State of California, its department of Parks and Recreation ("State") or its permittees arising as a result of my participation in the whitewater river trips and related activities described herein, my use of permittee's equipment, or any activities incidental there to include rescue activities; This release applies even if permittee and/or state and/or U.S. Government are negligent or otherwise at fault. I also agree to protect, hold harmless, defend and indemnify permittee, state and U.S. Government and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct; these indemnities apply even if permittee, state and U.S. Government are negligent or otherwise at fault.**

**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 ETC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at ETC.**

**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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

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

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_