

Wilderness Emergency Care Program Waiver

An ASHI Program provided by Public Safety Instructors, LLC

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In consideration of the services of Public Safety Instructors, LLC (PSI), I, joined by my parents or guardian if I am under eighteen years of age, agree and acknowledge as follows:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

Although PSI has taken reasonable steps to provide me with appropriate equipment and skilled staff for the course for which I have registered, I acknowledge that the activities of the course have risks, including certain risks, which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that PSI does not want to frighten me or reduce my enthusiasm, but considers it important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

- ∅ PSI courses may occur in remote places. Communication and transportation may be difficult and sometimes evacuations and medical care may be delayed.
- ∅ Equipment may fail or malfunction, despite reasonable maintenance and use.
- ∅ Travel is by vehicle, foot and other means, over unpredictable off-trail terrain, including boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, including environmental risks.
- ∅ Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions.
- ∅ PSI activities are conducted indoors and outdoors, day and night. Physical activities may include running, sustained climbing, hiking and repetitive lifting. They also include realistic simulated medical injury and treatment situations.
- ∅ Decisions are made by the instructors and students usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- ∅ PSI participants, including minors, will have unsupervised free time before, during and after their course. Free time activities are not part of the PSI program and are at the sole risk of the participants. PSI has no responsibility for such activities. PSI staff may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for PSI.

I acknowledge that engaging in this program may require a degree of skill and knowledge not required in other activities, and that I have responsibilities as a student for my safety and the safety of others. I acknowledge that PSI activities are instructional in nature and I expect to be challenged to expand my skills and judgment. I acknowledge that the staff of PSI has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I understand that the description above of the risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the inherent risks.

I represent that I am fully capable of participating in the program, without causing harm to others

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or myself. Therefore I assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or otherwise wrongful conduct in participating in these activities.

ASSUMPTION OF ADDITIONAL RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY

In further consideration of the services of PSI I (joined by my parents or guardian if I am under eighteen years of age,) acknowledge that I have read and understand the Acknowledgement and Assumption of Risks, above, and confirm its representations and agree to all its provisions as though they were fully set forth again here. In addition, except with respect to an injury or loss that occurs on public lands whose rules and regulations prohibit doing so, I acknowledge and expressly assume **all** risks of the course and any other activity of PSI, whether those risks are known, unknown, inherent or otherwise.

If I am an adult student, or the parent or guardian of a minor student, I agree, to the fullest extent allowed by law, for myself and on behalf of the minor child, if any, as follows:

a) To release and discharge PSI, its agents, employees, trustees, officers, course sponsors, contractors, and all other persons or entities associated with it and its activities (individually and collectively referred to as "Released Parties") from any and all claims of injury or loss which I or the minor child may suffer, arising out of or in anyway related to my, or the minor child's, enrollment or participation in the activities of PSI. I understand that in signing this document I, for myself and the minor child, surrender all rights to make a claim or file a lawsuit against a Released Party, for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract or under any other legal theory, except in cases of intentional wrongs or the gross negligence of PSI.

b) To defend and to indemnify (that is, protect by payment or reimbursement, including attorney's fees and costs) any and all Released Parties from any claim which may be brought by the minor child, a co-participant, rescuer or any other person, including a member of my or the minor child's family, asserting a loss, including by reason of my, or the minor child's injury or death, which may arise from or in anyway relate to my or the child's enrollment or participation in the activities of PSI.

The Release and Indemnity described above includes but is not limited to any claim arising out of or in any way related to transportation or other occurrences to and from any activity of PSI, and the use of PSI's equipment or facilities.

The Release and Indemnity described above includes claims arising in whole or in part from negligent acts or omissions of the Released Parties or any of them.

The Following Provisions Apply to the Acknowledgement and Assumptions Of Risks and The Agreements of Indemnity and Release:

I, (joined by my parents or guardian if I am under eighteen years of age) further agree as follows:
PSI is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me.

Any dispute between PSI and me and/or my parents or guardian shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Ohio, and any mediation or suit shall occur or be filed only in the State of Ohio.

If I have any legal dispute with PSI which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Ohio courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Ohio. I also agree to pay all costs and attorneys' fees incurred by PSI in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that PSI is not responsible for the injury or loss.

