



ECOLOGY *of* AWAKENING

COMMONWEAL/ECOLOGY OF AWAKENING PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Commonweal/Ecology of Awakening, 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 "CW/EOA"), I hereby agree to release, indemnify, and discharge CW/EOA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping and backpacking 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 but are not limited to: bodily injuries consequent to falls or slips; exposure to the natural elements due to inclement weather or to inadequate equipment, personal preparation, or personal care; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness that may occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure and the physical exertion associated with this activity. I recognize the potentially hazardous nature of the activities in which I may engage during the CW/EOA program, including the choice to abstain from food or to reduce my normal food intake during the vision fast portion of the program where I agree to the CW/EOA staff recommendation to *not* abstain from water, and agree to exercise all necessary caution and to obey the safety instructions of the CW/EOA staff.

Furthermore, CW/EOA employees 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 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CW/EOA 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 CW/EOA's equipment or facilities, including any such claims which allege negligent acts or omissions of CW/EOA.
4. Should CW/EOA 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.



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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. I expressly do not give up the rights and remedies that may be available to me under California law which may arise due to CW/EOA's gross negligence and/or willful misconduct.

I further agree that in the event of any dispute whatsoever between me and CW/EOA concerning my participation in any of its activities, I will first submit the matter to non-binding mediation before the American Arbitration Association (AAA) Center for Mediation in San Francisco, California. In addition, should CW/EOA and I fail to resolve our differences through mediation, I will submit any remaining dispute or claim to binding and final arbitration before the AAA in San Francisco, California.

I further agree that this Release and Assumption of Risk is effective for my participation in the CW/EOA program and activities for three years following the date that I sign it.

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.

Signature of Participant

Date

Name of Participant (please print clearly)

Address

Phone

Signature of Legal Guardian (if participant is under 21)