

2023 SAN BERNARDINO FORESTRY CHALLENGE
PARTICIPANT RELEASE (Adult)
Please complete entire document (3 pages)

This Release (the "Release") is executed on _____, 2023 ("Effective Date"), by _____ ("Participant"). Participant desires to attend the San Bernardino Forestry Challenge, being conducted at Hume SoCal, 32355 Green Valley Lake Road, Green Valley Lake, San Bernardino County, CA, beginning on 11/8/2023 and ending 11/11/2023 or 11/15/2023 and ending 11/18/2023 (the "Event").

Participant understands and agrees to the following: (a.) "Participant" includes students, teachers, adult supervisors, chaperones, visitors, or observers attending the Event; (b.) Participant is entering into this Release voluntarily; (c.) The Event involves being in a natural forest environment that presents a variety of hazards and risks and will require the exercise of reasonable care to avoid injury.

Participant further understands that as part of this trip, there will be a field tour to forestlands owned by Upper Little Bear Mountain Club, and that there are inherent potential hazards and risks involved with visiting a forested landscape. Participant hereby accepts and assumes the risks involved in the participation on Upper Little Bear Mountain Club lands, and hereby releases Upper Little Bear Mountain Club from any and all injuries, loss, liability, damage, cost and expense (including attorney's fees), or any other damages which may be sustained by Participant arising from participation on Upper Little Bear Mountain Club lands.

Participant hereby agrees to release, waive, discharge, and covenant not to sue Forestry Educators Incorporated ("FEI"), its officers, employees, agents and contractors; Upper Little Bear Mountain Club, or the host facility (the "Releasees"), for any and all liability to Participant and his or her successors, assigns, heirs, guardians, next of kin, executors and trustees for any damages, loss, costs or expenses, and any claims, demands, or suits therefore, on account of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Participant is attending the Event.

Participant hereby assumes full responsibility for and risk of bodily injury, sickness, disease (including COVID-19) or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Participant is attending the Event.

In witness whereof, the undersigned, being duly authorized, have hereunto set his/her hand and executed this Release upon the Effective Date.

PARTICIPANT:

Printed Name

Signature

**EMERGENCY PROCEDURE AND INSURANCE VERIFICATION
2023 SAN BERNARDINO FORESTRY CHALLENGE**

(I), _____, do hereby authorize *Forestry Educators Incorporated* agents or representatives, to consent to X-ray examination, anesthesia, medical or surgical diagnosis or treatment, and/or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon licensed under the Medicine Act, whether such diagnosis or treatment is rendered at the office of said physician or at any duly licensed medical facility.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care required, but is given to provide authority and power on the part of our above mentioned agent(s) or representative(s) to give specific consent in any medical emergency to any and all such diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable.

The undersigned agrees to bear all costs incurred as a result of the foregoing. This authorization shall remain in effect for the duration of this field trip.

Signature _____ Date _____

Cell Phone(s) _____

Home Phone _____ Work Phone _____

Medical/Accident Insurance Company _____

Medical/Accident Insurance Policy/Group Number _____

Name of Policy Holder _____

Family Physician _____ Phone _____

Special medical condition(s) we should know about

Medications _____

All Allergies (food/meds/etc) _____

Date of last Tetanus shot _____

**2023 SAN BERNARDINO FORESTRY CHALLENGE
MODELING, PERFORMANCE, AND NARRATION RELEASE**

For value received and without further consideration, I hereby consent that all photographs, video tape, audio tape, or dictation taken at the 2023 San Bernardino Forestry Challenge by *Forestry Educators Incorporated* or its designees, including the print, television, or radio media may be used by *Forestry Educators Incorporated*, and/or its designees and/or others with its consent, for the purpose of illustrations, publications, or broadcast in any manner. Further, I hereby consent to be interviewed by *Forestry Educators Incorporated* or the media.

Print Name

Signature

**2023 SAN BERNARDINO FORESTRY
CHALLENGE CODE OF CONDUCT**

I have read the [2023 Forestry Challenge rules](#) and agree to abide by them.

Signature

Note: This form will be in the possession of a *Forestry Educators Incorporated* representative throughout the trip.



ACTIVITIES PARTICIPATION RELEASE

32355 GREEN VALLEY LAKE RD.
GREEN VALLEY LAKE, CA
1.800.965.4863

WHILE HUME LAKE CHRISTIAN CAMPS MAKES EVERY EFFORT TO PROVIDE A SAFE AND PLEASANT ENVIRONMENT FOR YOU, WE DO REQUIRE THAT THIS PARTICIPATION AGREEMENT BE READ, COMPLETED, SIGNED AND DATED BY THE ADULT PARTICIPANT WHO WILL POTENTIALLY PARTICIPATE IN THE ACTIVITIES WHICH OCCUR AT OR AROUND HUME LAKE CHRISTIAN CAMPS, OR AT ANY OF THE CAMPS OR AT ANY OF THE CAMP'S OFF-SITE LOCATIONS.

I, the undersigned, acknowledge my potential participation in, the activities that occur at or around Hume Lake Christian Camps, Hume Lake, or at or about any of the Camp's off-site locations. These activities include, but are not limited to, swimming in the pools, ponds and Lake; boating; High Ropes Courses, Zip Lines and Rappelling; biking and Bike Jump; archery; shooting; paintball; swings and playground equipment; skating; snowboarding; snow tubing; strenuous competition games; and Free-time activities of choice. Adult activities may further include, but are not limited to, off-site 4x4 vehicle and motorcycle tours; off-site bike tours; and golf cart usage. I accept my participation, with full knowledge that I accept full responsibility for any injury or accident that may occur.

Hume Lake Christian Camps has taken reasonable steps to provide equipment and skilled employees so you can participate in activities which might be new or challenging. However, we now remind you that these activities are not without risk. Certain risks cannot be eliminated due to the Camp's varied settings and without destroying the unique character of those activities. The same elements that contribute to the character of these activities can be cause of loss or damage to your property, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for these activities, but we do think it is important for you to be informed and know in advance about inherent risks.

In recognition and acceptance of the above risks, I, on behalf of myself, my children, my assigns and my estate, agree to release and hold harmless Hume Lake Christian Camps, Inc., its officers, Board, agents or employees, for any and all claims for injuries, causes of action, or liability related to my participation in any activity occurring at Hume Lake Christian Camps, on or around Hume Lake, and at or about any of the Camp's off-site locations. This release does not apply to intentional and/or willful acts of misconduct by Hume Lake Christian Camps or any of its officers, Board, agents or employees.

Should Hume Lake Christian Camps, or anyone acting on their behalf, be required to incur attorneys' fees and costs to defend a claim or lawsuit, or to enforce this agreement, I agree to indemnify and hold Hume Lake Christian Camps harmless for all such fees and costs. For promotional or marketing purposes, Hume Lake Christian Camps reserves the right to use any audio, video, and/or photography of guests or campers participating in Hume-facilitated events.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in these activities, I may be found by a court of law to have waived any right to maintain a claim or lawsuit against Hume Lake Christian Camps on the basis of any claim which has been released herein. I have had sufficient opportunity to read this entire document, have read and understood it, and agree to be bound by its terms.

PHOTOGRAPH, RECORDING, & MEDIA CONSENT

IN CONSIDERATION of the privilege of my and/or the Minor's (defined later) use of Hume's facilities and participation in Hume's programs, the undersigned individual states as follows (all references to Hume shall include all activities conducted by Hume (I) at the Hume Lake Christian Camps location in Hume, California, (II) throughout the State of California, (III) at or near the Hume Lake New England camp location in Monterey, Massachusetts, and (IV) at or near the Hume Hawaii camp locations in Waialua, Hawaii and Waimea, Hawaii.).

MINOR DEFINED: For purposes of this Photo Release, "Minor" is defined as a minor child in the broadest possible sense over which the Adult signing this Release has legal authority and responsibility. This may include but is not limited to, the adult's child by natural-birth, child by legal adoption, child by foster care, child by marriage (step-child), legal ward, juvenile, conservatee, and/or any other relationship whereby an adult accepts legal responsibility for a minor. By signing this Release on behalf of a Minor, I hereby represent I have legal authority to sign on behalf of the Minor identified herein.

PHOTO AND RECORDING ACKNOWLEDGEMENT: I ACKNOWLEDGE that Hume may take photographs or film or digital recording of me, the Minor, and other participants during Program activities, and I hereby authorize Hume and its agents to take, use, display, publish, reproduce, and distribute any and all photographs and recordings that include my and/or the Minor's image and to create derivative works based upon all such photographs and recordings, including use in media releases, reports on the findings of the Program, marketing and promotional materials, newsletters, and websites, social media, and electronic communications.

MISCELLANEOUS: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated, and such invalid provision may be modified by a judicial tribunal (including an arbitrator) to make such provision enforceable consistent with the parties' intent in entering into this document. I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law, and that this document provides the broadest release and waiver of claims as permitted under applicable law.



RELEASE OF LIABILITY & ASSUMPTION OF RISK

32355 GREEN VALLEY LAKE RD.
GREEN VALLEY LAKE, CA
1.800.965.4863

PLEASE READ CAREFULLY. BY SIGNING BELOW, YOU ARE AGREEING ON YOUR OWN BEHALF TO RELEASE HUME AND OTHER PARTIES RELATED TO IT FROM LIABILITY

IN CONSIDERATION of the privilege of my use of Hume's facilities and participation in Hume's programs, the undersigned individual states as follows (all references to Hume shall include all activities conducted by Hume (I) at the Hume Lake location in Hume, California, (II) throughout the State of California, and (III) at or near the Hume New England camp location in Monterey, Massachusetts.

ASSUMPTION OF RISK: Hume intends to make me aware, and I understand, that use of Hume's facilities and participation in Hume's programs, including, but not limited to, swimming in pools, ponds and lakes; boating; high ropes courses, zip lines and rappelling; biking and bike jumping; archery; shooting; paintball; use of swings and playground equipment; skating; snowboarding; snow tubing; strenuous competition games and physical activity in natural environments; free-time activities of choice; mountain and wilderness travel; transportation to and from Hume and to and from camp trips/activities; crafts; rock scrambling and technical rock climbing; off-site 4x4 vehicle and motorcycle tours; off-site bike tours; and golf cart usage (the "Program"), exposes the participant to certain risks, hazards, and dangers, including, by way of example, the risk of personal injury (including the risk of permanent disability or death), accidents or illnesses in remote places (without the immediate availability of medical facilities); vehicle accidents; exposure to adverse weather conditions and wildlife; exposure to biting insects and wildlife, including insects and wildlife that may carry disease; malfunctioning equipment such as helmets, life jackets, harnesses, ropes, cables and any equipment provided by Hume related to any of the above-described activities; malfunctioning camp facilities; slippery and/or uneven surfaces; open, natural water conditions with varying depths and currents; and exposure to infectious sicknesses and diseases, epidemics and pandemics, including COVID-19 (collectively, the "Inherent Risks"). There may be other risks, which may not be known by me, or predicted and controlled by the Program, and which could result not only in physical, mental, or emotional injury but in social, economic, or other kinds of losses either not known to me or not foreseeable at this time and I acknowledge these are included within the Inherent Risks. The Inherent Risks may be caused by my and/or the Minor's own actions or inactions, the actions of others, the conditions in which the Program takes place, or the negligence of the "Released Parties" named below. I also understand that outdoor, recreational and adventure activities require physical exertion, and any participant should be in good physical health. I further understand it is my responsibility to provide adequate clothing for the Minor to participate. If I am not in good health, I realize this may create additional risk. I **FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH INHERENT RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred by me as a result of my participation in the Program.

RELEASE - ADULT AND/OR PARENTS'/GUARDIANS' RIGHTS:

I **HEREBY RELEASE, DISCHARGE, AND AGREE NOT TO SUE** the Released Parties, and each of them, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I as a participant may have or sustain, including attorneys' fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury, and other expense, injury, or harm, and/or death arising directly or indirectly from my participation in the Program, including without limitation any and all of those Inherent Risks described above. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, including but not limited to claims for negligence, loss of consortium and wrongful death, but excepting claims related to gross negligence, intentional and/or willful acts of misconduct.

APPLICATION OF COVENANTS AND UNDERSTANDINGS: The covenants and undertakings of this Release are given for and shall be binding upon my family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors, and assigns.

INDEMNIFICATION: I **FURTHER AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS** the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorneys' fees and costs, expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution, or otherwise, arising from my participation in the Program and the Inherent Risks, whether resulting from claims, actions, or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.

COVID-19 TESTING CONSENT: COVID-19 and its variants ("COVID-19") are highly contagious and are spread mainly from person-to-person, potentially through multiple pathways. Hume has put in place preventative measures to reduce the spread of COVID-19; however, Hume cannot guarantee that its participants or others, will not become infected with COVID-19.

Depending on guidance and mandates from federal, state, and local government agencies, Hume may or may not be requiring proof of vaccination and/or negative COVID-19 test prior to the camper attending Hume. Hume will be communicating pre-attendance reporting requirements as the camper's camp day approaches.

At a minimum, Hume will be screening campers and asking them to self-attest that they have not recently demonstrated COVID-19 like symptoms or exposure to others with COVID-19 or COVID-19 like symptoms immediately prior to arriving at Hume. I understand that some guests may self-report inaccurately and hereby agree to hold harmless and release Hume from any liability because other guests/campers' self-attestation(s) were inaccurate.

If Hume is requiring proof of a negative COVID-19 test 48 hours prior to arrival at Hume, I understand that failure to provide proof of a negative COVID-19 test will result in the Minor being excluded from Hume. I further understand that COVID-19 tests may provide false negatives and that Hume does not have the ability to verify that negative COVID-19 tests provided by other guests/campers accurately reflect their COVID-19 status.

I understand that risks associated with COVID-19 cannot be eliminated entirely. I also understand that although reasonable precautions are taken, participants may become infected with COVID-19. I also understand the health risks associated with COVID-19 infection including potential exposure to others. I expressly agree to accept and assume all risks associated with COVID-19 related to me participating in the activities that occur at or around Hume. I have elected to participate in these activities despite the risks of COVID-19 and this decision is purely voluntary. I acknowledge that Hume is taking reasonable measures to prevent the transmission of COVID-19 consistent with applicable public health guidelines. I understand that Hume reserves the right to conduct testing for exposure of COVID-19; the right to isolate, remove, quarantine, and/or dismiss me for COVID-19 reasons; and to take all reasonable steps to maintain and protect the health and welfare of myself, other guests, staff, and volunteers.

I understand that if I am symptomatic, Hume is authorized to conduct testing for exposure of COVID-19 through a mid-turbinate nasal swab as ordered by an authorized medical provider. I acknowledge that minimally invasive sample collection methods, such as collection through a mid-turbinate nasal swab, can result in varying levels of discomfort during sample collection. I acknowledge that, if the Minor receives a positive test result, I must ensure that the Minor abides by isolation and quarantine policies and all applicable federal, state, and/or local guidance on isolation and quarantine to avoid infecting others. I understand that by signing this document and agreeing that the Minor shall undergo COVID-19 testing, that I am not creating a parenting and parent relationship with Hume. I understand that Hume is not acting as a medical provider for the Minor. Testing does not replace treatment by a medical provider. I assume complete and full responsibility to take appropriate action with regards to the test results for the Minor. I agree I will seek medical advice, care, and treatment from a medical provider for the Minor to the extent such medical advice, care and treatment becomes necessary. I understand that, as with any medical test, there is the potential for false positive or false negative test results to occur.

COVID-19 TRANSPORTATION POLICY:

Guests that test positive for COVID-19 are required to leave Hume's premises. Hume urges and strongly recommends that any guests leaving Hume as the result of a positive COVID-19 test do so in isolation in an effort to reduce the risk of spreading COVID-19 to other members of the guest's group or party during the return trip from Hume to the guest's residence or medical care facility.

Guests that test positive for COVID-19 should avoid traveling home with large groups, as CDC guidance suggests that prolonged close contact in an enclosed vehicle will increase the risk of infecting other guests with COVID-19.

It is common for groups of individuals to travel to and from Hume in buses, large vans, carpools, and/or other communal methods of transportation. Traveling in this communal manner with a COVID-19 positive guest is against the advice and recommendations of the CDC and Hume.

Groups that elect to travel communally with a COVID-19 positive guest do so at their own risk and against the policies established by Hume.

MISCELLANEOUS: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated, and such invalid provision may be modified by a judicial tribunal (including an arbitrator) to make such provision enforceable consistent with the parties' intent in entering into this document. I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law, and that this document provides the broadest release and waiver of claims as permitted under applicable law.

BY SIGNING BELOW, EACH UNDERSIGNED ADULT PARTICIPANT ATTESTS AS FOLLOWS: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY

Adult Participant's Signature

Printed Name

Date