

Trekkers, Inc.

Waiver, Indemnification, Consent & Assumption Agreement

I wish to participate in one or more Trekkers, Inc., a Maine non-profit corporation, ("Trekkers") programs, including but not limited to such activities as *traveling on a Trekkers bus, White-water Rafting, Sailing, Swimming, Rock Climbing, Rappelling, Sea Kayaking, Canoeing, Hiking, Spelunking* or other activities that may be hazardous or otherwise involve a risk of loss or damage to property or physical injury or death to participants.

In consideration for the agreement of Trekkers to my participation in any of its activities, and as a condition of that agreement, I expressly assume any and all risks of such loss, damage, injury or death arising from or relating to those activities and I waive and release Trekkers and any trustees, officers, employees, volunteers, mentors, observers, drivers, chaperones, students, participants, agents, or other persons associated with Trekkers, their heirs, assigns, subrogees or representatives (collectively, the "Releasees"), and indemnify and hold the Releasees harmless from, any and all actions, claims, suits or demands arising or resulting from or relating to, my participation in those activities, or any action or negligence by myself or any Releasee. I understand and agree that I would not have been permitted to participate in any Trekkers activities if I had not executed this Agreement.

I agree that any individual bringing a legal action, relating to the risks I am assuming under this Waiver, Release, Consent and Assumption Agreement (the "Agreement"), against any Releasee that results in a decision in favor of the Releasee will be responsible for all legal fees, court costs, and out of pocket expenses of the Releasee.

I understand and agree that this Agreement means, among other things, that if I incur any loss or obligation, am injured, or die, as a result of my participation in any of such activities, including as a result of any action or negligence by myself or by any Releasee, neither I nor my family or heirs will have any right of action, claim or otherwise under any circumstances against any Releasee relating to my loss, obligation, injury or death.

I understand and agree that I or my parent or guardian will be responsible for any injury or damages resulting from my conduct, actions, inaction or negligence, including but not limited to personal injuries or other harm and damage to hotels, rental properties, or real or personal property.

I am aware that local medical services or facilities may not be readily available while I am participating in Trekkers activities. I acknowledge that Trekkers does not provide health and accident insurance for volunteers or students in its activities and I agree to be financially responsible for any medical bills incurred as a result of any medical treatment while so participating. I have already notified Trekkers in writing if I have a medical condition of which emergency medical personnel should be aware.

I authorize and appoint each adult associated with Trekkers as my agent to act for me and in my name to make any and all decisions for me concerning my personal care, medical treatment, hospitalization, or health care and to require, withhold or withdraw any medical treatment that may be provided to me under the general or special supervision and on the advice of any physician or other medical professional. I understand that Trekkers will try, if I am a minor at that time, to reach my parent or guardian at the number listed below in such a medical situation, but that Trekkers does not undertake to wait until having reached my parent or guardian before taking medical action.

I have read this Agreement, have asked and received answers to any questions I had about what it means. I am signing this Agreement freely, without duress, and in full understanding of its legal effect, and of the fact that it affects my legal rights. This Agreement is my entire understanding with Trekkers relating to the subject matter of this Agreement, and I do not and will not rely on any related promises, inducements or arrangements not contained in this Agreement, including but not limited to any oral representation made to me.

(OVER)

I am the parent or legal guardian of the participant whose name appears below. I have read this Agreement, have asked and received answers to any questions I had concerning what it means, and execute it freely, without duress, and in full understanding of its legal effect, and of the fact that it affects my legal rights. I consent and agree to this Agreement on behalf of myself and the participant.

Print Student Name: _____

Print Parent/Guardian Name: _____

Date: _____

Parent/Guardian Signature: _____

Consent and Agreement by Volunteer or Participant 18 and Older

Volunteer/Participant Signature: _____

Date: _____

Print Volunteer/Participant Name: _____

Trekkers Chem-Free Policy

Chemical Free Policy: Within a Trekkers program, Trekkers sponsored activity or while on a Trekkers trip, there is no use, possession, dispensing, distribution or being under the influence of alcohol, tobacco or any narcotic or hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance. The Chemical Free Policy shall not be voided or altered due to legal age to consume a substance or if the above controlled substance is no longer "controlled" or is otherwise "legal."

If a participant will be taking a prescription medication for a controlled substance during a Trekkers program, it must be brought to Trekkers' attention. Trekkers staff may decide whether the program, activity or trip includes risks or situations that are not appropriate for use of a prescription-controlled substance.

If there are reasonable grounds for suspicion by a member of the Trekkers staff of possession or that the participant is under the influence of any of the above-mentioned substances, that gear, packs, pockets and shoes shall be searched in the presence of at least two adults.

If a participant is found in possession of or is under the influence of the above-mentioned substances, there will be considerable consequences, including the possibility of Trekkers notifying law enforcement, being sent home from the program/activity/trip at the Parent/Guardian's expense and no longer being able to participate in future Trekkers programs/activities.

I have read the Trekkers Chem-Free Policy with my student. We understand and agree to abide by this policy.

Print Student Name: _____

Print Parent/Guardian Name: _____

Date: _____

Parent/Guardian Signature: _____

Consent and Agreement by Volunteer or Participant 18 and Older

I have read the Trekkers Chem-Free Policy and agree to abide by this policy.

Volunteer/Participant Signature: _____

Date: _____

Print Volunteer/Participant Name: _____