



Please read this document carefully. All participants in EDGE Adventures' Program activities must sign it. If Participant is a minor, at least one parent or guardian (parent and guardian being referred to as "Parent") must also sign, as evidence of their agreement to these terms and conditions, on their own behalf and on behalf of the minor participant. References in this agreement to "I" or "we" refer to the Participant, adult or minor, and the Parent of a minor Participant, unless otherwise indicated.

PARTICIPANT AGREEMENT
(Including Acknowledgment and Assumption of Risks,
Agreements of Release and Indemnity, and Other Provisions)

In consideration of the services of EDGE Adventures, a corporation, organized and existing under the laws of the State of Illinois (referred to in this document as "EDGE ADVENTURES or EDGE Adventures"), I (Participant and Parent of a minor participant, for myself and on behalf of the minor) acknowledge and agree as follows:

Activities and Risks

Although EDGE Adventures has taken steps to provide appropriate equipment and skilled staff for its Program activities so participants can enjoy an activity for which they may not be skilled, these activities have risks, including risks that cannot be eliminated without destroying their unique character. The same elements that contribute to the unique character of an activity can cause loss or damage to participants' equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. EDGE Adventures believes it is important for participants and their families to know in advance what to expect and to be informed of the activities' inherent and other risks. The following describes some, but not all, of those risks.

Participants of EDGE Adventures live, camp and travel out of doors, in sometimes remote and wilderness settings where they are subject to numerous risks, environmental and otherwise. Activities will vary, and include hiking and backpacking (including carrying equipment), mountaineering, rock climbing, ice climbing, cross-country skiing, whitewater rafting, canoeing, coastal kayaking, bicycling, mountain biking, caving and others.

Activities of EDGE Adventures may occur hours and even days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.

Equipment may fail or malfunction despite reasonable use and maintenance. Meals often are prepared over gas stoves and open fires. Water often requires disinfection before use. Camping risks and hazards include burns, cuts, diarrhea and flu-like illness, falling timber and other risks and hazards associated with activities in a wilderness setting.

Travel is by motorized vehicle, canoe, raft, kayak, aircraft, train, bicycle, boat, on foot, and by other means, over and through improved and unimproved roads and highways, rugged and unpredictable off-trail terrain, boulder fields, downed timber, lakes, oceans and beaches, rivers, rapids, river crossings, deserts, forests, tundra, high mountain passes, snow and ice, steep

slopes and cliffs, slippery rocks, ocean tides and currents, waves and reefs. Travel risks include collision, falling, capsizing, drowning, and others associated with such travel, as well as 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, avalanches, flash floods, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Risks and possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors and co-participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

EDGE Adventures has contracted with certain independent contractors for the performance of white water rafting services. These contractors, and not EDGE Adventures, have responsibility for these portions of activities and some may require execution of certain documents, including releases, on their behalf. Such documents pertain to those contractors, not to EDGE ADVENTURES. By this Participant Agreement EDGE ADVENTURES is seeking protection from liability on its own behalf. While EDGE ADVENTURES has taken reasonable measures to hire competent contractors, it is not responsible for the acts and omissions of such persons and entities.

The description of risks, above, is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which Participants may be familiar, and participants should expect to be challenged in their skills and judgment. Participants have responsibilities for managing the risks to themselves and others. The staff of EDGE ADVENTURES has been available to more fully explain to participants and their families the nature and physical demands of these activities and the inherent and other risks associated with participants' activities. Participant and Parent acknowledge that participation in the activities of the Program of EDGE Adventures is purely voluntary, and with full knowledge of their inherent and other risks.

Acknowledgement of Expectations

I understand that the following expectations are established both as safety measures and as guidelines to create an enjoyable experience for all participants. I agree to abide by them and understand that if I do not abide by the above rules I will be removed from activities and/or sent home. As a parent, I also agree with the above rules for my child and agree to arrange for and finance the transportation of my child to get home if the staff leaders should deem it necessary.

- No use of alcohol or other drugs including non-prescription drugs. All prescription medication must be previously arranged, in its original container, and dispensed by staff.
- Participants will remain with the group unless specifically directed otherwise by the staff.
- At all times campers will be expected to behave in a socially desirable manner, displaying respect for themselves, other persons and nature as a whole.
- Any lost or damaged equipment will be repaired or replaced at the expense of the participant or family.

Consent for Release of Photographs / Videotape and promotional statements

Providing consent to EDGE Adventures for releasing photographs and/or videotape is voluntary and will not impact the services I currently am involved in or may participate in the future. I / We understand that the photographs / videotape and/or promotional statements may be used for one or more of the following purpose(s): brochures/publications, advertisements, flyers, grant reports, EDGE Adventures web page and/or social networking sites, office reception areas, and promotional videotapes. If additional purposes are requested please write in the space provided. If you are opposed to one or more of these uses for the photo or videotape, place one line through the item and initial it.

This consent is subject to written revocation at any time except to the extent that release or publication has already occurred. This consent must be revoked in writing to be considered invalid.

I understand that these photographs, videotape or statements recorded, may be taken while I engage in an EDGE Adventures facilitated event. I understand that I have the right to refuse by lining out any section that I do not agree with or consent to. It is understood that a refusal to authorize the release of the photographs / videotape and/or promotional statements will prevent disclosure to the person / organization identified above.

Acknowledgment and Assumption of Risks

Understanding the nature of the activities and their risks, and that other risks may be encountered which cannot be reasonably anticipated, I for myself and for the minor child acknowledge and expressly assume all risks of participation in EDGE Adventures, whether or not described in this document, and whether they are known or unknown and inherent or not. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of enrollment or participation in the Program of EDGE Adventures.

Agreements of Release and Indemnity

If I am an adult Participant or the Parent of a minor participant I agree, for myself and on behalf of the minor participant for whom I sign, as follows:

I release and discharge (agreeing to make no claim, and not to sue) EDGE ADVENTURES, its agents, employees, trustees, officers, directors, owners and all others associated with it, including independent contractors (individually and collectively referred to as "Released Parties") with respect to any and all claims of injury, disability, or loss which I, or the minor child for whom I sign, may suffer, arising out of or in any way connected with my, or the child's, enrollment or participation in an activity of the Program of EDGE Adventures.

In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorneys fees) Released Parties from any claim of loss, injury or death, brought at any time by or on behalf of the child for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the minor child's family, or anyone else, arising out of or in any way connected to my, or the child's, enrollment or participation in an activity of the Program of EDGE Adventures.

These agreements of release and indemnity include loss or damage caused or claimed to be caused, in whole or in part, by the negligence of a Released Party. I understand that in signing this document I surrender, for myself and on behalf of a child for whom I sign, the right to make a claim or file a lawsuit against a Released Party for personal injury or property damage, wrongful death, or otherwise, except in cases of intentional wrongs or the gross negligence of a Released Party.

Additional Provisions

Participant, including minor Participant, and Parent have read and understand the Participant Health Form provided by EDGE ADVENTURES.

Medical professionals have verified that Participant has no past or current physical or psychological condition that might adversely affect his or her participation in these activities, other than as described on the Participant Health Form. Participant is fully capable of participating in this activity, without causing harm to self or others. Participant has a personal duty and responsibility to learn and to follow the safety standards, guidelines, and procedure established by the staff and will make them aware at any point during the activity in which the Participant question his/her knowledge of these standards, guidelines and procedures or his/her ability to participate.

EDGE Adventures may obtain or provide emergency hospitalization, surgical or other medical care for Participant. I authorize EDGE Adventures and third party medical care providers to exchange pertinent medical information. I authorize EDGE Adventures to remove the Participant from the Program activity in accordance with the provisions of the Program Expectations. All costs related to medical and/or behavioral evacuation or separation, including lodging and transportation, and, if deemed appropriate by the EDGE ADVENTURES staff, the return of the Participant to the activity, will be charged to and paid by adult Participant or Parent.

The Acknowledgments and Assumptions of Risks, Agreements of Release and Indemnity, these additional provisions, and all other aspects of Participant's or Parent's relationship with EDGE ADVENTURES, contractual or otherwise are governed by the laws of the State of Illinois, but not that State's "conflict of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation, or arbitration arising out of relating to Participant's enrollment or participation in this course or any other dispute with EDGE ADVENTURES must be filed or entered into only in the State of Illinois, in the County of Cook.

If Participant or Parent has any legal dispute with EDGE Adventures which cannot be settled through discussion between the parties, they will attempt to settle the dispute by mediation before a mutually acceptable mediator whose name appears in the registry of names recognized by Illinois courts as qualified persons for mediation assignments. To the extent mediation does not result in resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association of Illinois. Adult Participant or Parent will pay all costs and attorney's fees incurred by EDGE ADVENTURES in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that EDGE ADVENTURES is not responsible for the injury or loss.

If a court or other appropriate authority finds any portion of this agreement to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement may not be amended except by written instrument signed by all parties.

This agreement is entered into voluntarily, and after careful consideration. Participant and parent(s) or guardian(s) of a minor Participant have read, discussed among themselves, understand, and accept the terms and conditions stated herein and acknowledge and agree that this agreement shall, to the fullest extent allowed by law, be effective and binding upon each of them, their respective heirs, assigns, personal representatives and estates and all members of Participant's family.

PARTICIPANT SIGNATURE _____ AGE _____ DATE _____

PARENT/GUARDIAN SIGNATURE _____ DATE _____

PARENT SIGNATURE _____ DATE _____