

**PARTICIPANT AGREEMENT - Wellness
Camps**

In consideration of the services of *Rites of Passage NW LLC*. ("ROP"), its agents, officers, directors, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of ROP, I hereby agree on behalf of myself and my heirs, assigns, personal representative and estate as follows:

1 I hereby voluntarily release and forever discharge and agree to indemnify and hold harmless ROP, its agents, officers, directors, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of ROP, from any and all losses, liabilities, damages, claims, demands, or causes of action, which are in any way connected with my participation in the ROP program or my use of ROP's equipment or facilities, including those arising out of the risks that I knowingly acknowledge in this Agreement and the Visitor's Acknowledgement of Risk. **The above release shall include any claims which allege negligent acts or omissions of ROP and its agents, officers, shareholders, employees, representatives, volunteers, participants, and all other persons or entities acting in any capacity on behalf of ROP.**

2 I understand the limitations inherent in the ROP program, some of which are described in the attached Program Description & Limitations and the Visitor's Acknowledgement of Risk. I understand that other programs may offer a higher level of security and oversight, may exert a greater degree of control over the behavior of their students, and may have features or elements that may better suit my particular situation. I also understand that I will be in a group with other students who have emotional and/or behavioral problems, and that interaction with such students involves a degree of risk to myself and other students.

3 Should ROP 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.

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.

1 I understand and agree that clauses 1-4 above shall not include any claims for bodily injury, death or loss of personal property arising out of the portion of the ROP program located on National Park Service lands, which shall be governed by the attached Visitor's Acknowledgement of Risk.

2 In the event that I file a lawsuit against ROP, I agree to do so solely in the state of Washington, and I further agree that the substantive law of Washington shall apply in that action without regard to its choice of law provisions. Venue for any such action shall be in the Superior Courts of the County of Whatcom, State of Washington. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

3 I hereby acknowledge that I have been advised of the need to seek independent counsel to review this Agreement on my behalf and have had adequate opportunity to do so prior to signing this Agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged or I suffer any physical, emotional or other harm during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ROP on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire agreement. I have read and understood it, and I agree to be bound by its terms.

Signature of Student Printed Name of Student Date

Address City/State/Zip Phone