

**2021-2022 ONEIDA EXPERIENTIAL AND ADVENTURE PROGRAM-
ACKNOWLEDGEMENT OF RISK AND TERMS OF USE AGREEMENT**

Participant: Please Print. _____ Birth Date _____ Age _____ Date ____/____/____

Guardian (if minor): _____ Relationship _____
Address _____

City _____ State _____ ZIP _____ Home Phone _____

e-mail address: _____ Cell Phone _____

Emergency Contact _____ Phone _____ 2ND Number _____

I am the legal parent or legal guardian of the following minor participants (each a "child " and collectively "children")

| Name(s) | Birth Date(s) | Age(s) |
|---------|----------------|--------|
| _____ | ____/____/____ | _____ |
| _____ | ____/____/____ | _____ |
| _____ | ____/____/____ | _____ |
| _____ | ____/____/____ | _____ |

1. **TERM.** This Acknowledgement and Agreement covers the Oneida Experiential and Adventures term from **January 1st 2021 to January 1st, 2022.**

2. **WARNING: I hereby indemnify and hold harmless,** Oneida Nation, Oneida Experiential and Adventures Program, Oneida Family Fitness, and any of Oneida’s divisions, departments, programs, officials, agents, directors, employees, and representatives (collectively known as “Oneida”), for all activities occurring in the course of conducting, operating, implementing, managing, and/ or administering the Oneida Experiential and Adventures Program (“Program”) and its activities. I agree to assume all liability for any participant I am signing this form on behalf of, resulting from any program or activity conducted at Oneida Experiential Adventures, Oneida Family Fitness, Oneida Nation High School, Oneida Lake, Norbert Hill Center and grounds, Turtle School, or other location(s) where such program or activity occurs. If injury or death occurs resulting from the inherent risks of a program or activity, Oneida’s liability is hereby expressly disclaimed. Programs or activities include inherent risks related to the participant, activity, environment, terrain, features, insects, animals, equipment, fixed objects, obstacles and the negligent act(s) of others. **I AM ASSUMING THE RISK OF PARTICIPATING IN THIS PROJECT or ACTIVITY! The following activities are those which I consent to (to OPT OUT of an activity, please cross each activity not consented to) for the above TERM:**

| | | | | |
|----------------------|------------------|-----------------|----------|--------------|
| Ropes Course | Initiative Games | Canoeing | Kayaking | Swimming |
| Climbing Wall | Caving | Biking | Hiking | Camping |
| Cross country Skiing | Snow Shoeing | Survival Skills | GPS | Wood Working |
| Archery | Camp Cooking | Scuba | Sailing | Equine |

2. **Notice and Assumption of Risk:** I understand that participation in Program activities is purely voluntary. I understand that there are risks involved in participating in the voluntary, recreational activities including risks relating to the participant, activity, environment, terrain, features, insects, animals, equipment, fixed objects, obstacles and the negligent act(s) of others. I understand that participating in such program or activities and using Program equipment could result in property damage, serious injury or death. **I AM AWARE OF THESE RISKS.** I voluntarily assume these risks occurring from such participation in in Program and activities for myself, and for all minor children for whom I am responsible. I agree that Program equipment is to be used only as instructed. I agree that Program’s safety guidelines, instructions, and rules will be followed. I understand that I can refuse participation in a program or activity. If I do not accept and agree to **ALL** of these conditions and risks I will be refused participation. I understand that if I currently opt out of a program or activity, I am able to change my mind at a later date and complete a new form authorizing any program or activity I would like to participate in. I agree that I will not participate or consent to participation in these programs or activities if I have any questions or concerns regarding the risks involved in these activities. I understand participation in a specific program or activity may be revoked, at the sole discretion of Program staff, at any time.

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3. Medical Concerns and Exclusions: I understand that participating in Program activities involves physical activity. I certify that I (and other authorized Program participant, when applicable) am in good health and do not have any physical or mental conditions or am on any medication that may affect the ability to safely participate in Program activities. I understand that I and/or any other Program participant I am signing for (all known as "Participant"), should not participate in certain Program activities, including but not limited to: ropes course, climbing wall, caving, scuba, archery, or equine activities if the Participant has certain medical conditions or is taking medications that may interfere with safe participation in Program activities. If Participant has such a condition or Participant is taking medication, I agree to consult Participant's physician prior to consenting to such Program activity. Additionally, unless Program requirements expressly state otherwise in writing, I understand all Participants with anaphylactic reactions requiring self-administered epinephrine must carry their Epi-pen, participants with an inhaler must carry their inhaler, and participants requiring other such emergency medication(s) (ex. insulin) shall carry their own medication for administration. Program reserves the right, in its sole discretion, to exclude anyone for medical, safety, or other reasons.

4. Authorization to Obtain Medical Care: I authorize Program to call for emergency medical services for any authorized Participant; I authorize medical transport of Participant to the nearest appropriate clinic or hospital. I authorize a licensed healthcare provider or other first aid provider to administer emergency medical care deemed necessary for Participant. I agree to pay all costs associated with such emergency medical care and related transportation and shall indemnify, defend, and hold harmless Program from any costs and expenses incurred therein.

5. Warranty of Authority To Sign Agreement: In signing this Agreement, I warrant to Program that I have full legal authority to sign this Agreement and make the covenants contained in this Agreement on my behalf and, if I am signing for any other participant (including minor child/ children), on the participant's behalf.

6. Indemnification: In consideration for the use of Program and/or Oneida's staff, facilities and equipment, I agree to indemnify, hold harmless and defend Program and/ or Oneida, its affiliates officials, agents, directors, employees, and representatives from any liabilities, losses, judgments, attorneys' fees and court costs that may result from any claims or causes of action arising from causes not attributable to Program and/ or Oneida's negligence or involving Program and/ or Oneida's staff, facilities and/or equipment (including the Ropes Course) whether such claims are brought by me and/or by another person, including any other participant for whom I authorized participation.

7. Choice of Law; Venue; Sovereign Immunity; Severability: I agree that this Agreement has been entered into freely and voluntarily, and that any question or controversy regarding the interpretation, validity and enforcement of the Agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflicts of law rules. I agree that any dispute arising under this Agreement or that relates or pertains in any way to the use of Oneida facilities and/or property, may be submitted to non-binding mediation prior to filing suit. Any such suit shall be filed and litigated in the Oneida Judiciary and shall be subject to the Oneida Nation's Sovereign Immunity Law. I agree that nothing in this Agreement shall constitute a waiver of Oneida's sovereign immunity. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

8. Media Release: I understand Program, Oneida, and/or its affiliates may film, and/ or photograph Participants and Program activities. I authorize Program, Oneida, and/ or its affiliates to use Participant's name, photograph, or video image, and/ or any other Participant likeness in any manner in the media, including Program / Oneida website, promotional materials, newspaper, or any other media. I understand that if I wish to object to such Media release, I must contact Program Director and opt out of any Program related media.

ACKNOWLEDGEMENT. I AM THE PARTICIPANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, INCLUDING ITS ATTACHMENTS, AND UNDERSTAND ITS CONTENTS, AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT PERMITTED BY LAW. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME AND MY HEIRS AND LEGAL REPRESENTATIVES.

-OR- Signature of Adult Participant AND/OR For Parents or Guardians of Participants Under 18 Years of Age:
I WARRANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND AM THE LEGAL PARENT OR LEGAL GUARDIAN OF THE ABOVE-NAMED CHILD/ CHILDREN AND HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON ANY NAMED CHILD'S BEHALF. I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT INCLUDING ITS ATTACHMENTS, AND UNDERSTAND ITS CONTENTS, AND THAT BY SIGNING ON BEHALF OF THE CHILD, THE CHILD AND I AGREE TO BE BOUND BY ITS TERMS TO THE FULLEST EXTENT THE LAW WILL PERMIT. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT MAY LIMIT THE CHILD'S AND HIS OR HER PARENTS' AND/OR GUARDIANS' LEGAL RIGHTS AND THAT IT IS BINDING UPON THEM AND THEIR HEIRS AND LEGAL REPRESENTATIVES TO THE FULLEST EXTENT PERMITTED BY LAW.

Adult Participant (and/or Parent or Guardian)

Signature: _____

Date _____

Oneida Experiential and Adventure Program

STATEMENT OF HEALTH FORM

Note: A Health Form needs to be filled out for each participant

NAME: _____ Program Dates: _____

AGE: _____ DOB: _____ SEX: _____ HEIGHT _____ WEIGHT _____

HOME PHONE: _____ CELL: _____ WORK: _____

DOCTOR=S NAME: _____ CLINIC: _____ PHONE: _____

CONTACT PERSON IN EMERGENCY: _____ PHONE: _____

Relationship: _____

HEALTH HISTORY (DESCRIBE CONDITION/TREATMENT WHERE POSSIBLE), ALLERGIES (insect stings, drugs, food etc.) _____

If you need to carry a Epinephrine please inform instructors where you keep it.

CONDITIONS REQUIRING REGULAR MEDICATION (Diabetes, Epilepsy, etc.) _____

NAME AND DOSE OF MEDICATION _____

RECENT INJURIES, ILLNESS, OPERATIONS: _____

OTHER PHYSICAL DISABILITIES OR CHRONIC OR PHYSICAL CONDITIONS (heart or back problems, high blood pressure, etc.) _____

EMOTIONAL OR BEHAVIORAL DISORDERS (phobias, etc.) _____
