

## DEEP NATURE JOURNEYS

### Program Agreement, Release of Liability and Assumption of Risk

Please print this form out, initial where required, sign and date. Make a copy of your signed release form, then mail the original signed form to Bud Wilson PO Box 945, Boulder CO 80306

***We must receive your original completed release form before you join us for your Deep Nature Journeys Solo Event.***

The following form clearly states the risks of participating and identifies your specific areas of responsibility.

You are engaging in a nature centered, *Earth cherishing*, life learning experience traditionally known as a “rite of passage”.

Each paragraph must be initialed, signifying your agreement. In the spirit of our work, Deep Nature Journeys would prefer that this form be entirely unnecessary, however, our current societal norms require that all of the following information be acknowledged and signed by you.

#### **Initials:**

\_\_\_\_\_1) PARTIES INCLUDED I understand that this Agreement, Release of Liability and Assumption of Risk includes Deep Nature Journeys founder Howard E. “Bud” Wilson, and its agents, associated entities, officers, shareholders, employees, and the owners of any and all land used for Deep Nature Journeys, and anyone working for or with Howard E. “Bud” Wilson, and/or any Senior Guides or Apprentices hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as H.E. Wilson.

\_\_\_\_\_2) RISK CONTEMPLATED This Agreement is made in contemplation of all “Deep Nature Journeys activities,” including but not limited to the risks encountered on a normal camping trip of insect bites to stings, snakebite and animal bites, the hazards of traveling in mountainous or desert terrain, high altitude, undeveloped areas, or the forces of Nature and any act or illness in remote regions without means of rapid evacuations or availability of medical supplies and facilities. I will not be traveling more than 100 yards from my campsite during the solo portion of my retreat.

\_\_\_\_\_3) RELEASE OF LIABILITY I hereby release and discharge H. E. Wilson from any and all liability claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in Deep Nature Journeys activities even if caused by negligence or other fault of H. E. Wilson.

\_\_\_\_\_4) COVENANT NOT TO SUE I further agree that I WILL NOT SUE OR MAKE A CLAIM against H. E. Wilson for damages or other losses sustained as a result of my participation in Deep Nature Journeys activities.

\_\_\_\_\_5) INDEMNIFICATION AND HOLD HARMLESS I also agree to INDEMNIFY and HOLD H. E. WILSON HARMLESS from all claims, judgments and costs, including but not limited to attorney’s fees, and to reimburse H. E. Wilson for any expenses whatsoever incurred in connection with any action brought as a result of my participation in Deep Nature Journeys.

\_\_\_\_\_6) I acknowledge that the enjoyment and excitement of Deep Nature Journeys is substantially derived from the inherent risks that may be involved in travel outside my life at home and that, in fact, existence of these risks contributes to my pleasure and enjoyment of this “rite of passage” experience, and constitute a substantive reason for my participation.

\_\_\_\_\_7) I am also aware and clearly understand that Deep Nature Journeys, and its agents and operators, will have no liability regarding the adequacy of any medical care and evacuation plan or equipment and/or supplies that may or may not be provided by Deep Nature Journeys.

\_\_\_\_\_8) I am voluntarily participating in this “Rite of Passage” / Nature Quest experience with full knowledge of the dangers and risks involved, and agree to assume all risks, including injury and death. If a minor, I have the full knowledge that my legal guardian assumes the same assumption of risk on my behalf, as if I was a participating adult.

\_\_\_\_\_9) In consideration of the right to participate in Deep Nature Journeys activities, and the services arranged by Deep Nature Journeys and its agents and representatives, I do hereby assume all risks of bodily injury, death, emotional trauma, property damage and/or theft, resulting from negligence or any other acts, however caused, including those mentioned above as a result of my participation, and I release H. E. Wilson and his agents and representatives, from any and all liability, actions, causes of actions, suits, debts, demands that I may have for bodily injury, death or property damage, loss of income, claims of every sort and nature whatsoever which have or may arise out or in connection with my participation in a Deep Nature Journeys activity.

\_\_\_\_\_10) I understand that I am completely responsible for providing my own shelter. I know that the water from streams and springs and ponds is not necessarily safe to drink, and I will purify this water (by effective means other than boiling) before drinking it.

\_\_\_\_\_11) I understand that unless specifically noted as an exception to the norm, I am responsible for providing my own food during the Awareness Training and solo portions of the program.

\_\_\_\_\_12) I understand that the solo portion of my Deep Nature Journeys experience is intended to take place in complete solitude, but that there is a “buddy system” by which I and my companions will check on each other daily without actually seeing or speaking to each other.

\_\_\_\_\_13) In the event that an emergency (however slight the actual risk) does occur, I understand that I will bring a whistle with which to summon help from my companions.

\_\_\_\_\_14) I understand that fees for Deep Nature Journeys experience cover the teaching aspects of the program, excluding my time in solo camp. Although H. E. Wilson or his assigns may choose to visit my checkpoint while I am on solo, I understand that he is voluntarily donating his time for such activities free of charge.

\_\_\_\_\_15) **PARTIES BOUND BY THIS AGREEMENT** It is my understanding and intention that this Agreement, Release of Liability and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate, my relatives and heirs, that...it is further my understanding and agreement that this release is intended to, and does in fact, release H. E. Wilson from any and all claims and obligations whatsoever arising in any way from my participation in Deep Nature Journeys activities.

\_\_\_\_\_16) **LACK OF INSURANCE** I have been advised and recognize that while engaging in Deep Nature Journeys activities, I am not covered by an accident or general liability insurance policy issued by H. E. Wilson.

\_\_\_\_\_17) ENFORCEABILITY I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on my behalf by my estate, relatives, or by anyone who would sue because of my injury or death.

\_\_\_\_\_18) In the unlikely event a legal dispute should arise involving any subject matter whatever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association of Colorado. Should the arbitration provision prove to be unenforceable, I agree that any legal action shall be brought before the appropriate Court in Boulder County, Colorado, or Federal Court in Colorado, and that such legal action will not exceed \$500.00. I further agree that the plaintiff hereby agrees to pay all reasonable attorney's fees for the defendant in the dispute.

\_\_\_\_\_19) UNDERSTANDING OF THIS AGREEMENT I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS ENTIRE RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS, AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I CHOOSE TO BE BOUND BY ITS TERMS.

PLEASE ATTACH TO THIS AGREEMENT PROOF OF HEALTH INSURANCE

Clearly Print Name of

Physician: \_\_\_\_\_

Emergency Telephone Contact: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

dated this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Legal Guardian Signature (if applicable)