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

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:
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

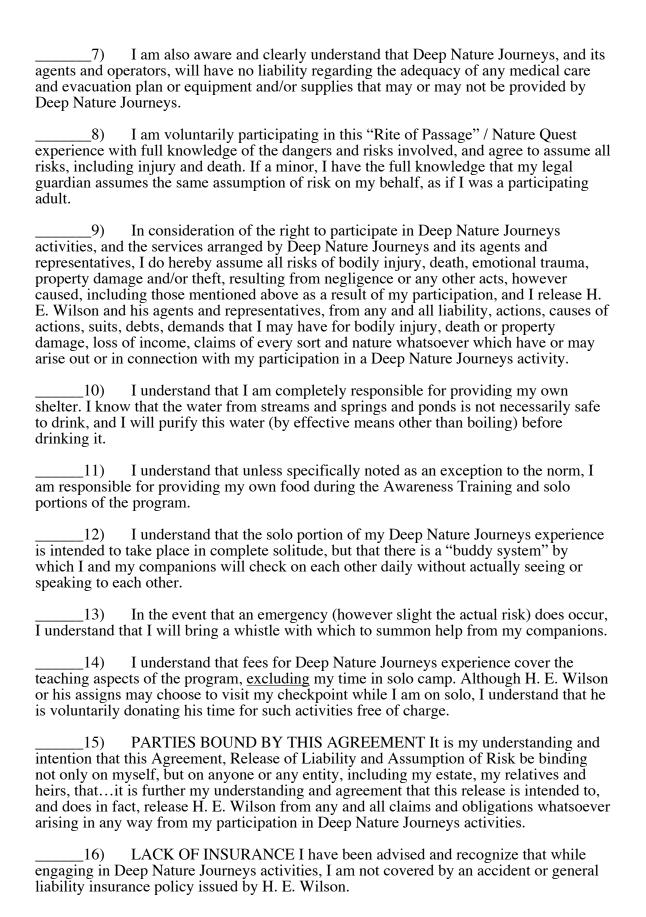
Journeys is substantially derived from the inherent risks that may be involved in travel outside my life at home and that, in fact, existence of these risks contributes to my

pleasure and enjoyment of this "rite of passage" experience, and constitute a substantive

I acknowledge that the enjoyment and excitement of Deep Nature

participation in Deep Nature Journeys.

reason for my participation.



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 thisday of(month),(year)
Participant Signature
Legal Guardian Signature (if applicable)