

**Boundless Way Zen Wilderness Activities**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AGREEMENT**

PLEASE READ THIS ENTIRE DOCUMENT (hereafter 'Document') CAREFULLY BEFORE SIGNING. All participants must sign this Document.

In consideration of the services of Boundless Way Zen, a charitable, not-for-profit corporation, organized and existing under the laws of Massachusetts, and its member sanghas, including all teachers, officers, directors, representatives, agents, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this document as 'BoWZ'), I (participant) acknowledge and agree as follows:

BoWZ outdoor and/or adventure activities may include, but are not limited to hiking, backpacking, camping, biking, skiing, canoeing, kayaking, sailing, climbing, and travel to and from activities (referred to in this Document as 'activities'). The leaders of these activities not professional wilderness guides. In all activities, all participants share in the responsibility for their own safety and the safety of the group. Participants take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities. In addition, I certify that I possess valid health/injury insurance and that I take full responsibility for my own medical coverage in the event of medical emergency.

BoWz activities include inherent and other risks, hazards and dangers (referred to in this Document as 'risks') that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause potential delays or difficulties with transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly.

I understand that BoWZ cannot assure participant's safety or eliminate any of these risks. I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and/or resulting from participant's negligence or other misconduct.

I agree to release and not to sue BoWZ (as defined above) in regard to any and all claims, liabilities, suits, or expenses (including reasonable costs and attorneys' fees) (hereafter collectively 'claim' or 'claim/s'), including claim/s resulting from BoWZ's negligence, for any injury, damage, death or other loss to me, in any way connected with my enrollment or participation in these activities, or my use of BoWZ equipment, facilities or premises. I agree here to waive all claim/s I may have against BoWZ, and agree that neither I nor anyone acting on my behalf will make a claim against BoWZ.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

**PARTICIPANT AGREES: I AM 18 YEARS OF AGE OR OLDER AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.**

Participant Name: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Emergency Contact (Name and Phone Number): \_\_\_\_\_

Please mail this signed form along with your application material.