

Discovery Southeast Participant Information and Agreement

This form is for the parent or legal guardian to complete, unless the participant is 18 or older, in which case the participant should complete it.

There are three parts:

- 1) Contact Information,
- 2) Medical and Health Information, and
- 3) Legal Acknowledgement and Waivers.

Please read and complete all sections accurately and carefully.

If you have any questions, just ask. We're at info@discoverysoutheast.org. You can review a blank version of this entire Participant Information and Agreement in advance at DiscoverySoutheast.org.

Please provide the email address of you, the adult completing this form:

* Required

1. Email *

Section 1: Contact Information

2. Participants First Name: *

3. Participants Last Name: *

4. What grade will the participant be in for the 2022-2023 school year? *

If the participant is an adult or not enrolled in school, please note that.

5. In what program are you enrolling? *

Mark only one oval.

- ☐ Outdoor Explorers Summer Camp
- ☐ Juneau Nature Seminar or Teacher Expedition
- ☐ Day Program (Discovery Day / Spring Break Camp / Homeschool)
- ☐ Haadaa Héeni Preschool Program
- ☐ Other

6. Parent/Legal Guardian #1 Name:

You, the adult completing this form. (Leave blank if participant is an adult)

7. Your Phone Number *

We assume this is a text-able number, but please make a note if not.

8. Parent/Legal Guardian #2 Name:

(Leave blank if participant is an adult or has a single guardian)

9. Their Phone:

We assume this is a text-able number, but please make a note if not.

10. If you have listed parents/guardians above, we'll contact them first if we need something, then the emergency contacts below. If that's not your preference, please explain:

11. Additional Emergency Contact Name:

If we cannot contact the parents above, or if parents are not listed, who should we contact next if there's an emergency during camp?

12. Relationship to Participant:

13. Phone(s):

We assume this is a text-able number, but please make a note if not.

14. Second Additional Emergency Contact Name:

Who should we contact next if there's an emergency during camp?

15. Relationship to Participant:

16. Phone(s):

We assume this is a text-able number, but please make a note if not.

Section 2: Health and Medical Information

17. Please describe the participant's overall physical and mental health and fitness level, including any behavior trends we should be aware of. *

Please include any conditions (significant or minor) that could be relevant. For example, certainly include things like asthma, diabetes, fainting, heart trouble, convulsions, or seizures.

18. Does the participant have any dietary restrictions or any allergies? This would include 1) foods, 2) stings or natural environmental triggers, and 3) any medical allergies. If so, please explain them. *

19. If the participant is on regular medication, please describe condition, side effects, and expectations of staff:

At the beginning of camp, please expressly confirm your expectations with our staff to be clear that they understand and are comfortable with your situation. We may not be able to accommodate all expectations, so please make sure we are in agreement before leaving your child.

20. Does the participant have an IEP? *

If your child has an Individualized Education Plan (IEP) at school, please tell us about his or her needs.

21. If the participant is not current in all school-required vaccines and immunizations, please explain:

22. What is the participant's swimming level? *

We use this information for camps where there is boating or wading.

Mark only one oval.

- ☐ Non-swimmer
- ☐ Beginner
- ☐ Intermediate
- ☐ Advanced

23. Do you believe the participant is mentally and physically fit to participate in the program for which she or he is enrolling? Please take this opportunity to address any conditions, concerns, or issues not already addressed above. *

Note that all participants are expected to behave with respect for themselves and others. Discovery Southeast will operate under a covenant of good faith and fair dealing, but reserves the right to exclude a participant who is creating an inappropriately unsafe environment or not behaving respectfully. A refund may not be given in such a situation. If you have any questions about the participant's fitness for this program, we're happy to talk it over with you. Please email info@discoverysoutheast.org.

24. To help us evaluate whether we're serving a diverse cross section of our community, how does the participant identify their race and ethnicity:

25. Is there anything else you'd like us to know?

You are welcome to provide gender pronouns, for example.

Please notify Discovery Southeast of any pertinent changes in health or contact information before the program begins, thank you.

Section 3:
Acknowledgement and
Assumption of Risks,
Release of Liability, Waiver
of Right to Sue (Including
Claims of Negligence),
Indemnity, and Other
Releases

Please read the following information, it affects legal rights. If you agree to all of it, please sign below. You are always welcome to ask for more information if you have questions by emailing info@discoverysoutheast.org. Registration in Discovery Southeast programs is voluntary, so please do not sign below unless you are comfortable with everything in this form.

Discovery Southeast is formally incorporated as a non-profit under the name "The Alaska Discovery Foundation, Inc." The name "Discovery Southeast" in this participant agreement includes The Alaska Discovery Foundation, Inc. as well as its staff, volunteers, and board members.

BY SIGNING BELOW I ACKNOWLEDGE AND AGREE on behalf of myself, my heirs, assigns, personal representatives, and estate as follows:

Activities and Risks:

Discovery Southeast programs operate in both urban and wild environments, primarily outdoors, and include physical activity. Although we want our programs to be healthy for participants, there are inherent (and other) risks, and we do not guarantee safety. We do not want to frighten or reduce enthusiasm for these activities, but it is important to be informed of risks, which can involve bodily injury, loss or destruction of property, illness, emotional distress, mental anguish, and even death.

Most programs include some contact with the urban environment. For example, we often travel by 15 passenger van or bus, or walk along a city sidewalk where a roadway is near-by. Traveling in a vehicle or walking on sidewalks or other places near vehicles involves a risk of low- or high-consequence accidents, particularly vehicle accidents. We also conduct programs in city parks or public spaces that can be frequented by people or their pets, both of which can behave unpredictably and dangerously. In parks and elsewhere we often run and/or play games, which can bring a risk of sprains, falls, and collisions with people, natural objects, or man-made objects. Also, sometimes we recreate indoors, such as at the pool or climbing gym. Locations like these can bring more complicated features where there is a risk of drowning or falling. And sometimes Discovery Southeast contracts with a separate entity to provide services including, but not limited to, instruction, transportation, and guiding. That can reduce accountability, and add potential for miscommunication or differing expectations which can increase the opportunity for, or severity of, consequences.

Here in Southeast Alaska, we are often in rugged terrain, remote from services, with inclement weather and elements of wilderness—such as challenging terrain, falling objects, wild animals, and moving water. We usually go off trail, which means we can be quickly exposed to wild environments even in seemingly-benign places. Being in wild or remote places—whether on a city trail or during a long expedition—brings the added risks of unreliable or delayed contact with, or access to, medical advice or care, and can exacerbate situations that might not be as dangerous otherwise—for example, severe cold is exacerbated if there's not an easily-accessible warming area, and an injury can be susceptible to infection or excessive bleeding if medical attention isn't timely received.

Participants hike or paddle, commonly covering a few miles per day, but sometimes travel 10 or more miles in a day. Exertion can carry risks, such as triggering heart-related conditions, breathing difficulty, sprains, or falls. The terrain can be uneven, steep, or slippery. Participants can slip or fall, and they can be poked or banged by many things—including falling, hitting one's head on concrete or rocks, or running into a stick. Water is almost always present and we frequently encounter the ocean, streams, muck, lakes, or pools, expected or not. Participants sometimes go in a boat (motorized or paddled), swim, wade, or cross waterways. Exposure to water can occur whether in a boat, swimming, or just walking through the forest, and it can lead to drowning (even in shallow water), falls, or hypothermia. We sometimes use a camp fire or stove for cooking or warmth; both bring a risk of burns. Programs sometimes involve staying in cabins or tents in wilderness. Natural areas can have animals that can attack, bite, or sting, such as dogs, bears, bees, or wasps. Even seemingly benign animals such as insects can bite and cause an allergic reaction or transmit a disease. Sometimes people may intentionally or unintentionally ingest a plant which can result in poisoning, gastrointestinal distress, or allergic reactions.

All programs involve people as leaders and participants, and we often contact people from the general public. People, including those organizing or leading programs, can make mistakes, be careless, negligent, or give improper (or even fail to give) instructions. Further, although Discovery Southeast requests medical and behavioral histories of participants, we do not necessarily receive or comprehend the full issues, nor do we necessarily exclude participants who have behavior conditions. Participants and other people can behave erratically, violently, and unpredictably. Exertion, exposure to the elements, or just being in a wild place can sometimes lead to even poorer-than-usual judgment or extreme behavior. Even without these stressors, leaders and other participants are human and make mistakes or use poor judgment, which could lead to severe accidents or injuries.

This description of risks is not complete; many more exist and even unknown or totally unanticipated risks exist.

Special COVID-19 Considerations

COVID-19, the illness associated with the pandemic, can be serious, even deadly, to all ages of people. Participants could contract it in a Discovery Southeast program, and could transmit the disease to others. Further, measures to address the pandemic in our program could result in other risks. Smaller group sizes likely mean fewer leaders will be with any group. Less time in buildings or facilities could mean more exposure to inclement, cold weather. Greater separation between individuals or groups could compromise supervision and/or communication between participants and/or leaders. All of this could easily lead to more errors, or confusion, or miscommunications that have serious implications. It could also lead to poorer-than-usual decisions due to less input, less communication, or simply due to operating differently than normal. Medical responses for major or minor injuries may be complicated and worse than usual too.

Discovery Southeast has policies for operating during the pandemic. These are not a guarantee of safety, rather they are evidence of the heightened risk from the pandemic. There is much guidance available from local, state, federal, and global agencies. It can be confusing and contradictory, or changing, and even when it's perfectly straightforward it can be misunderstood. Further, leaders are human and prone to error. People may make mistakes implementing various guidance, protocols, or procedures, even those Discovery Southeast develops. You or your child, other participants, staff, household members, or any other people may not follow guidance as expected, or may not practice the hygiene or social distancing you believe they should. Plus, there's no guarantee of safety even if all policies and guidance are perfectly followed.

Medical Treatment

I authorize Discovery Southeast to provide and seek medical treatment in the event the participant is injured or ill. Discovery Southeast also has my permission to administer first aid including over-the-counter medications, or CPR or an AED, secure transport or medical care, and to disclose the participant's medical information. I understand Discovery Southeast staff are generally not medical professionals and may not have training for any injury that may occur. I waive any right to object to or bring an action or claim against Discovery Southeast for medical attention provided or sought, or failed to be provided or sought.

Acknowledgement and Acceptance of Risks:

I ACKNOWLEDGE, ACCEPT, AND AGREE THAT:

- I understand the information in this form and am fully and truthfully completing it;
- I understand that the descriptions above of the inherent and other risks are not complete and that other, including unknown or unanticipated, risks, inherent or otherwise, may result in injury, illness, death, or property loss;
- Discovery Southeast may use private contractors and is not responsible for the acts or omissions of contractors;
- My failing to remember part or all of this agreement or stating that I do not recall reading does not affect its enforceability;
- I have reviewed and understand the risks and other information presented in this form, and I ASSUME THE RISK FOR THE PARTICIPANT'S INVOLVEMENT in Discovery Southeast programs.

RELEASE AND WAIVER OF RIGHTS, INCLUDING FOR CLAIMS OF NEGLIGENCE

I hereby voluntarily forever RELEASE, HOLD HARMLESS, AND AGREE NOT TO SUE DISCOVERY SOUTHEAST with respect to any and all claims—INCLUDING CLAIMS OF NEGLIGENCE—liabilities, suits, or expenses, for any loss, damage, injury, disability, death, loss of consortium, breach of contract, or any other claim arising in whole or part from the participant's enrollment, participation, or presence on a Discovery Southeast program or involvement in any activity described herein. I understand that I AGREE TO WAIVE ALL CLAIMS I MAY HAVE AGAINST DISCOVERY SOUTHEAST, MEANING I WAIVE MY RIGHT TO SUE.

Indemnification

I agree to indemnify ("indemnify" meaning to compensate for loss or damage, including but not limited to legal costs, attorney's fees, and any damages awarded by a court) Discovery Southeast against any claim by me or member of the participant's family, arising from an injury or any other loss suffered by the participant in Discovery Southeast's program. THIS MEANS I AGREE TO PAY FOR DISCOVERY SOUTHEAST'S FEES, COSTS, AND DAMAGES.

Forum Selection; Severability; Entire Agreement

In the event that I file a lawsuit against Discovery Southeast, despite the agreements in this form, I agree to do so solely in the State of Alaska, First Judicial District, agree that the substantive law of Alaska shall apply without regard to the conflict of law rules of any state, and agree to submit to the jurisdiction of the Alaska courts. I waive any other jurisdiction or venue. I agree that in the event that any part of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. If, under the law, government land where activities may occur requires limiting this agreement, I agree that this agreement remains valid and enforceable to the maximum extent allowed by law. I understand that this document constitutes the entire agreement between Discovery Southeast and me and that it cannot be modified or changed except when mutually agreed to in writing AND expressly stating that this agreement is being modified. I am also therefore waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement.

Media Release:

Discovery Southeast may use and distribute photo, video, or audio recording taken of the participant during a Discovery Southeast program.

26. Do we need anyone else's signature on this form? *

Check "Other" if we need to reach out to another parent/guardian for their permission. If so, type in their name and contact info.

Mark only one oval.

- ☐ No, I'm the participant and am 18 or older.
- ☐ No, I am the participant's parent or legal guardian and have the consent of any other parent(s)/guardian(s) to act on their behalf by completing and signing this form.
- ☐ Yes, the other parent or guardian has reviewed this form with me and is also signing below.
- ☐ Other: _____

27. Signature(s). To sign this agreement, please write your name:

By entering your name below you are signing this form, and acknowledge you have read and understand it, agree to it, and that it shall be binding on you, your heirs, assigns, personal representatives, and estate. Please do not sign this agreement unless you understand and agree to it.

28. If needed, signature of Parent/Guardian #2

By typing your name below and thus signing this form, you (Parent/Guardian #2) acknowledge you have read and understand this form, agree to it, and that it shall be binding on you, your heirs, assigns, personal representatives, and estate. If you do not agree or have questions, do not sign, and instead please email info@discoverysoutheast.org.

29. If Parent/Guardian #2 signed, please provide their email address:
(We have already collected the email address of the parent/guardian #1 filling out this form)

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