

# CORNERSTONE RECOVERY

## PARTICIPANT AGREEMENT FOR THE 2012 CORNERSTONE RECOVERY WILDERNESS TRIP

In consideration of the services of Cornerstone Recovery, Inc., its agents, owners, officers, volunteers, principals, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “Cornerstone”), I hereby agree to release and discharge Cornerstone on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor wilderness activities entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: the forces of nature, including rain, flash floods, lightning, snow, hail, intense sun, exposure to insect bites, cooking with stoves and exposure to fire, extreme temperature and altitude variations, weather changes and avalanche, the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, and cerebral and pulmonary edema. In addition to the risks of outdoor wilderness activities, there are also risks associated with my physical condition, and the physical exertion associated with the particular activity. Rock climbing and rappelling risks may include hazards of walking on uneven terrain, being struck by falling rock(s), icefall or other objects dislodged or thrown from above, the use of climbing rope and equipment, including equipment failure, falling off the rock, mountain or into a crevasse. Mountain biking risks may include falling from the bike, running into or over objects, and other risks that cause falls. Canoeing risks may include falling from the canoe, drowning, encountering man-made or natural obstacles such as rapids, logs, trees, rocks, shallow water, deep water holes, log jams and bridges. Snowshoeing, cross country skiing, and mountaineering risks may include falls, collisions with man-made or natural obstacles, hypothermia and frostbite. Mountaineering risks may include encounters with ice, glaciers, rock, rivers,



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streams, and wild animals. Ropes and other equipment may be used on snow, rock, and ice melts. I understand that the use of ropes and other equipment for such purposes carries with it the risk of equipment failure.

Furthermore, I understand and acknowledge that the Cornerstone guides have difficult jobs to perform. They seek safety, but they are not infallible.

The guides may be unaware of a particular participant's fitness or abilities. They may misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

In consideration of \_\_\_\_\_ (print name) being permitted by Cornerstone to participate in its activities and to use its equipment, I agree to release indemnify and hold harmless Cornerstone from any and all claims, demands, or causes of action which are brought by myself, against Cornerstone, and which are in any way connected with such use or participation.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury.

3. Should Cornerstone or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I hereby represent that I am in good health, that there are no special problems associated with me, and that I have adequately informed Cornerstone personnel of any special instructions. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or alternatively, I agree to bear the costs of such injury or damage. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

5. Any dispute arising under this agreement shall be settled in Harris County, Texas. The substantive and procedural rules of Texas will apply to any and all suits arising under



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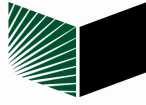
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or related to this Agreement. This agreement contains the entire agreement between and among the parties herein, and the terms are contracted and not a mere recital. I agree this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, which shall govern its contents.

6. I, \_\_\_\_\_ (name) hereby authorize and give full consent to Cornerstone to publish and/or copyright all photographs and videos in which I appear while enrolled in Cornerstone programs and activities. I further agree that Cornerstone may transfer these for any and all exhibitions, public displays, publications, commercials, and advertising purposes without limitation or reservation.

7. I authorize Cornerstone personnel to call for medical care or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I further authorize appropriate personnel to render such medical treatment as is necessary for my health, in their professional opinion, I agree that once I am in the care of medical personnel or a medical facility, Cornerstone shall have no further responsibility and I agree to pay all costs associated with such medical care and transportation.

8. If any portion of this Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. I have carefully read this Agreement, had time to consider fully its terms, and know and understand its contents. I execute this Agreement voluntarily as my own free act with full knowledge of its significance, intending to be legally bound by the same.



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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Cornerstone on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home phone (\_\_\_\_) \_\_\_\_\_ Work phone (\_\_\_\_) \_\_\_\_\_

Cell phone (\_\_\_\_) \_\_\_\_\_