Navigation Instruction

Hannik Navigation

Acknowledgement and Assumption of Risks

Release and Indemnity Agreement

Last Name:

First Name:

Acknowledgment and Assumption of Risks

We wish to inform our guests that any outdoor or educational experience is not risk free. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. Hannik Navigation (Hannik) has taken reasonable steps to assure that our guests experience a rewarding activity. However, these inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. I understand that Hannik does not want to frighten me or reduce my enthusiasm for these activities, but believes it is important for me (and my parents, if I am a minor) to know in advance what to expect and to be informed of the risks. We ask that you read this, sign it, and return it to our staff.

The following describes some, but not all of these risks, hazards and dangers:

- Risks involved in physical activity. These activities include hiking, running, sustained climbing, standing, kneeling and lifting repetitively.
- Risks present in an outdoor environment. These risks include travel where trails or routes may not be groomed, maintained or controlled. While traveling in these areas, hazards may not be marked or visible; weather is changeable, unpredictable and dangerous year round; and lightning, rivers, creeks, falling rocks, snow and ice, avalanche dangers, fallen timber, bee hives, wild animals and other natural hazards and dangers exist.
- Risks in decision-making. Hannik staff must make various judgments and decisions as they conduct activities in changing indoor and outdoor environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in staff decision-making and conduct, including, without limitation, the risk that a Hannik representative may misjudge a participant's capabilities, or misjudge weather, terrain, water level, river and/or terrain route location, or misjudge medical treatment.
- The risk that equipment used may break, fail or malfunction, despite reasonable maintenance and use.
- Risks connected with geographic location. Hannik activities may take place in remote places, several hours from any medical facility, where communication and transportation are difficult and where evacuation and medical care may be delayed.
- Participants, including minors, will have free time, before and after the beginning of an activity, and at various other times while they are with Hannik. Throughout the activity, during both supervised and unsupervised activities, all students are responsible for their own safety.
- The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death, or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I am fully capable of participating in these activities without causing harm to myself or others. I understand that the presence of Hannik personnel is no assurance of my safety or the lessening of any of these risks.

Because certain activities are contraindicated under certain medical conditions, I affirm that if I have any mental or physical conditions or limitations that might compromise or affect my ability to participate in Hannik activities I have discussed them with a doctor in relationship to participation in such activity. Furthermore if my doctor or I feel it important to share this with Hannik and/or its staff I will do so.

☐ YES; ☐ NO: I do have mental or physical conditions or limitations that might compromise or affect my ability to participate in Hannik activities. I will share this information with Hannik staff prior to participation and if appropriate the group as well.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, and my parent(s), if I am a minor, assume and accept full responsibility for me, for those risks identified here and for those risks not identifies, and for injury, death, property loss or expenses suffered by me and them, resulting from those risks, and resulting from my own negligence.

Photo Release

I authorize Hannik the use of my image in any photograph or video recording for any purpose of Hannik.

Insurance

I agree that Hannik has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified staff, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of Hannik to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf.

Release and Indemnity Agreement

Please read carefully. This part contains a Release and Indemnity Agreement and surrender of certain legal rights.

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, **agree to release, indemnify and defend Hannik Navigation and their officers, agents, servants, and employees** (indemnify meaning protect by reimbursement or payment), with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees), made or brought by anyone, including a co-participant, third party, my child's enrollment or participation in Hannik activities or use of Hannik equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of Hannik. I understand that I agree here to waive all claims against Hannik, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Hannik, as a result of any injury, damage, death or other loss suffered by me or my child.

Conclusion

I agree that Utah State Law governs this, and all other aspects of my relationship with Hannik. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in Hannik activities, must be filed exclusively in the State of Utah, and Utah State Law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I also agree that if I, my child, or someone on the child's behalf, asserts a claim or files a suit against Hannik, I will pay all costs and attorney's fees incurred by Hannik in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that Hannik is not responsible for the injury or loss.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Participant Printed Name	Signature	Date

IN CASE OF EMERGENCY, Please contact: _____ Phone: _____

Parent(s) or Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. If I have a participating minor, I understand my signature here includes my agreement, per the terms of this Document, to release any claims I may have against Hannik, as a result of any injury, damage, death or other loss suffered by my child, and to defend and indemnify (reimburse) Hannik should my child, someone on the child's behalf, or a co-participant or third party, bring claim against Hannik, in any way connected with my child's enrollment or participation in Hannik activities or use of Hannik equipment or facilities.

Parent or Guardian Printed Name	Signature	Date

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