**PHYSIS, Inc. Participant Agreement (Form 8 from list)**

**PLEASE RETURN THIS FORM NO LATER THEN MAY 1st**

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Birth Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Organization with which you are participating: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Health insurance Co.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doctor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please read this document carefully. It must be signed by all participants in programs of Physis. If the participant is a minor, at least one parent or guardian (parent and guardian being referred to as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. References in this agreement to “I” or “we” refer to all who sign below, unless otherwise indicated.***

## PARTICIPANT AGREEMENT

**(Including Acknowledgment and Assumption of Risks, Agreements of Release and Indemnity, and Other Provisions)**

In consideration of the services of Physis, Inc., a Corporation organized and existing under the laws of the State of Oregon (referred to in this agreement as “Physis”), I, Participant and Parent of a minor participant, acknowledge and agree, for myself and on behalf of a minor participant for whom I sign, as follows:

Activities and Risks

I understand that the challenge course activities conducted by Physis, the structures and premises on which they are conducted and related equipment may expose participants to certain risks. The activities require moderate physical exertion, and typically involve a combination of training modalities including lecture, small and large group discussion, art, role playing, experiential activities including a variety of games and group initiatives, low and high challenge course elements (a variety of structures over, through and on which participants may be asked to walk, swing or climb, with or without the assistance of staff or co-participants) and associated challenge course climbing activities. Activities may involve physical movements including walking, bending, twisting, pulling, lifting, running, jumping, climbing, and swinging. Certain of the challenge course elements may be as high as 50 feet off the ground and, while reasonable measures will be taken to prevent a fall or collision, accidents may occur. To ensure that participants have control over their own personal safety, Physis personnel provides thorough instruction and safety briefings prior to each activity, and advises participants that they have the right to choose their level of participation in all programs and activities at all times, encouraging safe decision making by participants throughout the program.

Among the hazards and risks of the activities and use of the premises and equipment are the following: falls; abrupt and possibly damaging contact with structures and other objects, and other persons; anxieties and fears associated with heights; close contact with other participants; the carelessness of participants, and misjudgments on the part of the staff of Physis, participating outside of one’s personal level of physical fitness; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart and/or breath rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, inadvertent touching, personal disclosure and/or interaction with co-participants, and a fear of height or of being unprotected or falling. Participants and staff may fail to follow proper procedures, instructions and the operating policies of Physis. Injuries associated with participation in this program may include scrapes, cuts, fractures, sprains, strains, dislocations, bruises and other contusions and in extreme cases, emotional upset, anxiety and even death.

I understand that there may be times during the training day in which participants will not be supervised by Physis, and that Physis has no responsibility for participant during those times, or for the general condition of the premises on which the activities are conducted, or for any activity on such premises other than the actual training activities.

The description above of these risks is not complete and other unknown or unanticipated risks may result in property loss, injury or death. Engaging in these activities may require a degree of skill and knowledge different from other activities with which participants may be familiar. Participants have responsibility for managing the risks to themselves and others. The training activities are instructional in nature and participants are expected to expand and challenge their skills and judgment. Participant and Parent acknowledge that participation in these activities is purely voluntary, and with full knowledge of the inherent and other risks.

# Acknowledgment and Assumption of Risks

Understanding the nature of the activities and their risks, and that other risks may be encountered which cannot be reasonably anticipated, I acknowledge and expressly assume all risks of the Physis activities, whether or not described in this agreement, known or unknown and inherent or not. I take full responsibility for any injury or loss, including death, which I, or the minor for whom I sign, may suffer, arising in whole or part out of my, or the minor’s, enrollment or participation in the activities of Physis.

Release and Indemnity

If I am an adult Participant or the Parent of a minor Participant, I hereby agree, for myself and on behalf of the minor participant for whom I sign below, TO RELEASE, INDEMNIFY (that is, defend, protect and pay claims , including costs and attorneys fees), AND HOLD HARMLESS Physis , its owners, officers, partners, agents, and employees, (“Released Parties”), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me, by any member of my family, rescuers, co-participants, or any other person, arising in whole or part from my participation in the Physis activities or any related activity, WHETHER ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY OR OTHERWISE, and to the fullest extent permitted by law.

Additional Provisions

I, an adult Participant or Parent of a minor Participant, authorize Physis to provide or obtain for me, or for the minor, such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and related transportation. Physis and any third party medical caregiver are authorized to exchange medical information concerning my, or the minor’s, medical condition. Any dispute between a Released Party and Parent or Participant will be governed by the substantive laws of the State of Oregon (not including laws which might apply the laws of another jurisdiction), and any arbitration or suit shall take place only in that state, in Multnomah County. If the dispute cannot be resolved by mutual agreement, I agree to submit it to an arbitrator recognized by the Courts of that State and County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or arbitrator determines that the Released Party is not responsible for the claimed injury or loss.

This agreement is entered into voluntarily, and after careful consideration. Its terms cannot be supplemented or amended except in writing. I understand and agree that it is binding, to the fullest extent allowed by law, upon all persons signing below, their respective heirs, executors, administrators, wards, minor children (whether or not they are Participants) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of this agreement nevertheless shall be in full force and effect.

Release of Images

I am aware that I might be photographed and/or video-recorded during my participation, and authorize such photographs and/or video-recordings to be used by Physis for training and promotional purposes., I understand that my name will *not* be used and/or published in any way, and that I will not receive compensation for the use of such photographs and/or video-recordings.

In emergency call: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent (if participant is under 18):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medical History

Your answers to these questions help Physis staff provide a more comfortable and informed experience during your program. If you are uncomfortable with any of these questions do not answer it, or talk directly with a Physis staff about your concerns. Best estimates are fine if you do not remember specific details. **Thank you!**

**Present Health Concerns: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Medications:** Prescription and Non Prescription Medications, vitamins, home remedies, birth control pills and herbs:

Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_ Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_

Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_ Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_

Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_ Medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dose: \_\_\_\_ Times Per Day: \_\_\_\_

**Allergies or Reactions to Medicines/Foods/Other Agents:**

Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reaction or Side Effect:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reaction or Side Effect:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_