

Acknowledgement & Assumption of Risks and Agreements of Release and Indemnity

Wilderness First Aid NYC

Please read this document carefully. It contains important information about your legal rights and requires your signature to participate in any Wilderness First Aid NYC (“WFA NYC”) course or activity. It must be signed by all participants and a parent or guardian if the participant is a minor. “Participant” includes adult and minor participants.

In consideration of the services provided by WFA NYC, I agree, for myself (and for the minor Participant if I am signing as a parent or guardian), to the following:

ACKNOWLEDGMENT OF DANGERS AND RISKS:

I understand that Wilderness First Aid NYC courses are taught in classroom and outdoor settings and acknowledge that the activities of the course have risks, including certain risks, which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. I understand, acknowledge, and agree that participation in the Activity involves certain inherent dangers and risks. These elements can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. I understand that WFA NYC considers it important for me to know in advance what to expect and to be informed of the activities’ inherent risks. I agree that the following dangers or risks of injury or death are inherent to the Activity, but that the following list is not exhaustive, and that there may be risks that are inherent to the Activity not listed below:

- Exposure to uneven or slippery surfaces, obstacles, or heights that results in tripping, slipping, falling, or other physical impact;
- Exposure to difficult or dangerous physical maneuvers;
- Exposure to adverse outdoor conditions, including but not limited to: all types of weather, lightning, blizzards, extreme temperatures; dangerous insects or animals, avalanches, snow immersion, rock fall, driving conditions, waves, currents, dangerous water features, high altitude, falling timber, or other dangerous outdoor conditions;
- Exposure to malfunctioning or broken equipment;
- Exposure to other participants or the public who may be physically or mentally unstable or otherwise dangerous;
- Exposure to vehicles or other mechanical or conveyance equipment;
- Delayed medical care or rescue, impossibility of rescue, failed rescue or medical care, or poorly executed rescue or medical care;
- Exposure to unsanitary or dangerous camp conditions;
- Exposure to your own health risks, both mental and physical;
- Mistaken or poor judgment by WFA NYC instructors or personnel related to the above, including negligent judgment or decision making

ASSUMPTION OF RISKS

I understand and acknowledge that the description above ("Acknowledgment of Dangers and Risks") of the inherent risks of WFA NYC courses is not complete and that other, including unknown or unanticipated, risks, inherent or otherwise, may result in injury, illness, death or property loss. I acknowledge that my (or the minor Participant's) participation in this WFA NYC course is purely voluntary, and I wish to (or have the minor Participant) participate in spite of and with knowledge of the inherent and other risks involved. I acknowledge and assume the inherent risks described above and all other inherent risks of my (or the minor Participant's) WFA NYC course as well as any other risks of enrolling, participating in, or being present on a WFA NYC course or during free time. For activities that occur on National Park Service lands and to the extent required by law, the above acknowledgement and assumption of risks is limited to assuming only the inherent risks.

PARTICIPANT RESPONSIBILITIES AND REPRESENTATIONS

I represent that the Participant is physically and mentally capable of participating in the Activity. The Participant assumes the responsibility for their own safety, including being aware of and mitigating risk, and following instructions at all times while engaging in the Activity. The Participant is responsible for reading, listening to, understanding, and complying with all instructions given by WFA NYC and its affiliates. The Participant agrees and understands that he or she must have the physical dexterity and mental ability to safely participate in the Activity. Further, I acknowledge that the staff of WFA NYC has been available to more fully explain to me the nature, physical demands, and the inherent risks, hazards, and dangers associated with this course as well as the expectations of the Participant while engaging in the Activity. .

RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

Fully understanding the foregoing paragraphs, and in exchange for WFA NYC's agreement to allow the Participant to participate in the Activity, I hereby agree not to sue WFA NYC, its affiliated companies and subsidiaries, the organizers or promoters of the Activity, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, contractors, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any injury or loss to the Participant, including death, which the Participant may suffer, arising in whole or in part out of the Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from the Participant's participation in the Activity, including, but not limited to those claims based on any released party's alleged or actual negligence, breach of any contract and/or express or implied warranty. I further release and waive any right to sue a Released Party based upon a claim by a third-party against the Participant arising out of the Participant's rendering, or failure to render, medical care to a third party.

INDEMNIFICATION AGREEMENT

I agree to indemnify (reimburse) each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. In other words, if the Participant and/or anyone on the Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to all such released parties all sums of money incurred by, or paid by or on behalf of any of the released parties on account of the bringing of such suit or claim, including all attorney's fees and costs.

MEDICAL AUTHORIZATION, RELEASE, AND INDEMNIFICATION

I authorize WFA NYC to undertake any emergency medical care for the Participant during the Activities; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following the Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for the Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for the Participant; and 5) shall indemnify and hold harmless (as set forth in paragraph 5, above) the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

APPLICATION OF AGREEMENT TO MINOR PARTICIPANTS:

In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a legal parent or guardian of the minor Participant.

REPRESENTATION OF CAPACITY AND ACKNOWLEDGEMENT THAT AGREEMENT IS A BINDING CONTRACT:

I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

ADDITIONAL PROVISIONS

I understand that it is my responsibility to decide if the course is appropriate and that I (or the minor Participant) can participate fully. I verify that I am in good health and fully capable of participating in the Activities. I acknowledge that Wilderness First Aid NYC reserves the right to refuse or terminate my participation if they determine it is in the best interest of health and safety.

I agree to be responsible for any damage I (or the minor Participant) may cause to the property of WFA NYC or others. WFA NYC is not responsible for loss, theft, or damage to the Participant's personal belongings at any time during the course, including storage by WFA NYC or others.

This Agreement shall be governed by the laws of the State of New York. Any legal action relating to or arising out of this Agreement shall be commenced exclusively in the state courts of New York.

If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

ACKNOWLEDGMENT

The Participant and the parent(s) or guardian of the minor Participant have read this page and the previous page and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors, and administrators. Any modifications of this agreement must be approved by WFA NYC in writing. I intend an electronic signature or an electronic copy of my signature to be as valid as an original handwritten signature.

Participant Information:

Full Name (Print): _____

Signature: _____ Date: _____

For Participants Under 18 Years of Age:

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____

Emergency Contact:

Name: _____

Phone: _____

Relationship: _____

Participant Agreement

I, _____, the undersigned Participant in Wilderness First Aid NYC's (WFA NYC) wilderness medical course (the Course), in consideration for participation in the Course and certification by Desert Mountain Medicine (DMM), hereby acknowledges and agrees to comply with the following:

1. The wilderness medical information and techniques taught to me in the Course is derived from a variety of sources, including WFA NYC's and instructor's experience and the collective industry experience in wilderness medicine, as well as advances in the ever-evolving field of medicine. Some of the information and techniques conveyed in the Course may be considered controversial or incorrect by other medical professionals. In the event of a conflict between WFA NYC's advice and that of a licensed medical professional consulted by the Participant, the advice of the licensed medical professional should be followed.
2. Any wilderness medical course, including this Course, limits a participant who successfully completes the Course to a specific scope of practice. Participants should be fully familiar with the limitation(s) on their scope of practice and should adhere to those limitation(s) at all times if they complete the WFA NYC Course and gain a DMM certification.
3. Participant's certification from DMM does not constitute a license under any state's law.
4. The participant shall notify WFA NYC of any physical limitations prior to starting the Course. It is the participant's sole responsibility to maintain their own safety while participating in course scenarios and classroom work. If the participant is uncomfortable with any activity that is occurring, they should immediately notify the Course instructor, and/or ask to be excused. The choice to participate is the participant's and the participant's alone.
5. Participants are expected to be on-time, prepared, appropriately dressed in layers including backup outdoor clothing immediately on hand. Clothing may be damaged during scenarios. Participants are expected to silence their mobile devices and refrain from checking them during active Course hours. Participants must refrain from discriminatory, harassing, explicit, or disruptive language or actions during the Course. Such prohibited actions are grounds for immediate dismissal from the Course, without a refund.
6. To facilitate all participants feeling at ease during hands-on patient assessments during incident scenarios and other skills stations, WFA NYC requests that participants leave their firearms at home or in their vehicles and that they do not bring their firearms on or to any WFA NYC Course.
7. WFA NYC reserves the absolute right to fail any participant who does not, in the instructor(s)' sole opinion, demonstrate a standard understanding of the material and a standard mastery of the techniques and skills necessary to be certified by DMM for the Course the participant is taking. No refund will be given by WFA NYC in such a case.
8. Participants who gain a certification from DMM will have access to their certification "cards" only from DMM's website – physical copies will not be provided by DMM or WFA NYC.

I have reviewed, understand, and agree to all of the above.

Signature: _____ Date: _____

Photo Release and Consent Form

At Wilderness First Aid NYC, we love to use photos from our courses for educational purposes and to give prospective participants a sense of what their experience will be like. We may have a photographer or instructors taking photos at your course. Photographs will be used in a professional and respectful manner. That said, we *do not* require image release as a prerequisite for taking one of our courses – everyone has the right to their own image and its use in the way they feel most comfortable. Please carefully read and select ONE of the following options by checking the corresponding box:

Participant Information

Participant Name (Print): _____

Contact Email: _____

Date: _____

Photography Usage Consent

Option 1: Full Permission

I grant Wilderness First Aid NYC full permission to use my photographs and/or video recordings for:

- Marketing materials
- Social media content
- Promotional publications
- Website and online platforms
- Educational presentations

I understand that these images may be used without compensation and may include my full likeness.

Option 2: Limited Permission

I grant Wilderness First Aid NYC permission to use photographs and/or video recordings of me with the following restrictions: ONLY images that do NOT show my face or clearly identifiable features for:

- Marketing materials
- Social media content
- Promotional publications
- Website and online platforms
- Educational presentations
- Background imagery

Option 3: No Permission

I do NOT wish to have my photograph or image used in any materials by Wilderness First Aid NYC.

Signature

Participant Signature: _____ Date: _____

Parent/Guardian Signature (if under 18): _____ Date: _____

For questions or to modify your consent, please email info@wildernessfirstaidnyc.com.