

Midwest Inspiration Quest

Youth Participation Agreement & Medical Release

Every participant, and his or her parent/legal guardian if participant is less than 19 years old, must complete and sign this form. Said form must be on file with Midwest Inspiration Quest in order to participate in activities.

To Parents: Thank you for completing this form on behalf of your son or daughter. Midwest Inspiration Quest is committed to providing full value experiences for personal and social growth. Our programs use a wide variety of games, team-building activities, and personal challenges that can be mentally and physically demanding. Some of our programs include outdoor activities such as kayaking, swimming, challenge course, hiking and orienteering. **(This is a general description only. Please refer to the information regarding the specific activities your child is participating.)** Although some of these activities can be demanding, they are designed to be within the capability of any student who is in reasonably good health.

Safety is a very high priority for all of our programs. Please help us by providing the information requested below. If your child has any current or past medical conditions that could affect his/her participation, please let us know.

If you have additional questions about this program please contact Midwest Inspiration Quest directly.

General Information

Participants Name _____

Date of Birth _____

Home Address _____

Gender: M F

Parent(s)/Guardian _____

Home Phone _____ Business Phone _____

Cell Phone _____

In case you are not available in an emergency situation, please indicate an additional person to be notified:

Name _____ Phone _____

Relationship to Participant _____

Address _____

Insurance Information

Is this student covered by medical/hospital insurance? Yes No

Plan Name _____ Group # _____

Name of Insured _____

Relationship to participant _____

Medical Questions

A. Does your child have any current or past medical conditions that could affect his/her ability to participate in Midwest Inspiration Quest Activities? **Yes No**

If yes, identify and explain: _____

B. Is your child currently taking an medications? **Yes No**

Please list the medication and the condition _____

C. Does your child have any of the following (Circle all that apply):

- Infectious disease
- Recent injury
- Chronic or recurring illness
- Diabetes
- Asthma
- Allergies (medication, food bee sting, etc)
- Recent Surgery
- Other _____

If any of the above are circled, please provide additional information: _____

My child is competent at swimming: **Yes No**

(please indicate the highest level swimming Instruction course your child has completed, if applicable) _____

In consideration for the above-named Participant ("Participant") being allowed to participate in Midwest Inspiration Quest (MIQ) games, leagues, events, and/or activities, the sufficiency of which is hereby expressly acknowledged by the undersigned, participant and his or her parent/legal guardian, individually and on behalf of Participant, (collectively "Releasors") agree as follows:

1. **Fee.** Releasors shall pay a participation/league fee, in an amount to be determined Midwest Inspiration Quest, for each event in order to participate in activities, and the fee shall be paid before Participant is permitted to participate. Further, Releasors understand, acknowledge and accept that they may be required to pay a facility fee, where applicable, in addition to the participation fee, and that the facility fee is controlled by the facility at which Activities are held and that such fees are out of Midwest Inspiration Quest's control. Releasors shall pay the facility fee, if any, before Participant is permitted to participate in Activities. No refunds shall be given under any circumstances except when this term is waived in writing by Midwest Inspiration Quest on a case-by-case basis.
2. **Release, Discharge and Covenant Not to Sue.** Releasors hereby release, discharge and covenant not to sue Midwest Inspiration Quest, as well as their respective directors, officers, principals, agents, partners, members, managers, employees, volunteers, promoters, consultants, affiliates and representatives (collectively "Releasees") from any and all past and future claims and liability, including but not limited to negligent acts or omissions, for any and all property damage, personal injury, loss, cost or expense to Releasors arising out of participation in any MIQ Activities or travel to or from any MIQ Activities.
3. **Indemnity.** Releasors shall indemnify and hold harmless Releasees as well as their heirs, successors, assigns, executors, administrators, and next of kin against loss and expenses in defending any claims, suits, liabilities, demands, costs, and expenses brought by Releasors or by any person or entity acting through, by, or on behalf of Releasors.
4. **Assumption of Risk.** Releasors understand, acknowledge and accept that Activities involve vigorous athletic activity that can include climbing, lifting, throwing, leaning, twisting, paddling, swimming, immersion/submersion in water, water inhalation, and some activities such as Kayak Polo can include grappling with other participants and kayaks, ramming and collisions between kayaks, tackling, and capsizing; that Kayak Polo Activities are a contact sport that will involve rough bodily contact with other players as well as with equipment and the playing area, and it will involve physical movements which have caused and may cause injury; that participating in Kayak Activities involves inherent risks that, regardless of any precautions which may be taken by Releasees or Releasors, may and do result in injury, including but not limited to sprains, strains, bruises, broken bones, dislocated joints, permanent disability, head and/or brain injury, social/economic losses, paraplegia, quadriplegia, drowning, and death. Releasors understand, acknowledge and accept that such injuries and others may result from the activities, risks and dangers listed above as well as from wet and/or slippery surfaces, weather conditions, equipment failure, loss of balance, proper or improper warm-ups, strenuous aerobic exertion, vigorous practices and/or games, and intentional, reckless, negligent or unintentional impact/trauma to the body with/from the water, ball, paddles, kayaks, other participants, collisions with kayak(s), and collisions with the area in which Kayak Activities occur, such as the side or bottom of a pool, lake or river. Releasors further acknowledge, understand and accept that while rules, regulations, safety standards and safety equipment, any practices, and experience may reduce the risks and dangers, the risks and dangers are still present and significant. Releasors knowingly, and voluntarily assume all risks, dangers, and injuries, associated with or otherwise arising out of Midwest Inspiration Quest Activities and travel to or from any MIQ Activities, regardless of whether any risk, danger or injury is listed here. Releasors further understand, acknowledge and accept that the presence or non-presence of a lifeguard, referee/official, safety equipment, and/or the first aid or medical supplies, shall not be a waiver, modification, or guarantee as to the risks, dangers and injuries associated with MIQ Activities, nor is the same a limit, waiver or alterations to the release, discharge and covenant not to sue in paragraph 3.

5. Equipment. The use of safety equipment including, but not limited to, helmet and personal floatation device ("PFD") in good working order are mandatory for participation of any Midwest Inspiration Quest activities. Midwest Inspiration Quest will provide required equipment (unless stated otherwise in specific activity description) Participant may bring his or her own equipment if it is at least as protective as the equipment provided by MIQ and if such equipment is approved for use by MIQ officials. Midwest Inspiration Quest is the sole decision-maker on what equipment will or will not be allowed for use in Activities. Further, the provision of equipment by Releasors or by Releasees does not guarantee correct use of the equipment or adequacy of the equipment to prevent or limit any risks, dangers, or injuries associated with activities as assumed by the Releasors, and Midwest Inspiration Quest makes no waiver, limit, or alteration to Releasors' assumption of risk or release, discharge and covenant not to sue by providing any equipment.
6. Medical Condition and Authorization. Releasors acknowledge, understand, and agree that Participant's medical condition is relevant in participating in Activities and therefore affirmatively and expressly represent and warrant that Participant is healthy and in good physical condition, and in the case of Kayak Activities is an able swimmer, can lift at least 75 pounds in or out of the water, is physically, emotionally, and mentally fit to participate, and is familiar with the skills and rules of Activities. Releasors give express permission for Participant to participate in MIQ Activities. In the event of any illness or injury, Releasors authorize Releasees to obtain medical treatment for Participant and any such decision or non-decision is included in the release, discharge and covenant not to sue in paragraph 3. Further, Releasors accept liability for any and all medical bills and other expenses which may be incurred by or on behalf of Releasors for any illness or injury sustained in any connection with MIQ Activities and while traveling to or from MIQ Activities, regardless of whether Releasors or Releasees specifically authorized such treatment. Releasors further disclose all conditions as follows (use multiple pages if needed):
7. Sportsmanship and Compliance with Rules, Regulations, and Directions. Releasors agree to comply with the rules, regulations, and directions of MIQ Activities and of the referees/officials, staff, and volunteers, and Releasors expressly include any claims that Releasees failed to create, adopt, modify, follow, or enforce any rule, regulation, or direction of an official, staff, or volunteer as part of the release, discharge and covenant not to sue in paragraph 3. Further, Releasors shall exhibit good and positive sportsmanship at all times involving Midwest Inspiration Quest activities or travel to or from such Activities. Midwest Inspiration Quest, in its sole discretion, shall be the decision-maker on what conduct complies with and violates good and positive sportsmanship, and it shall have zero tolerance for any unsportsmanlike behavior and has absolute authority to decide any punishment for any behavior determined by it to be unsportsmanlike, up to and including permanent termination of Releasors from all Activities without refund.
8. No Guaranties. Releasors acknowledge, understand and agree that nothing stated herein guarantees that MIQ Activities will occur, and Releasors include in their release, discharge and covenant not to sue in paragraph 3 any claim, loss, or expense arising out of the occurrence or nonoccurrence of Activities.
9. Photo, Video, and Recoding Consent. Releasors expressly grant full permission to Releasees to take Releasors' photograph, video, or recording and to use the same as well as Participant's name and any other non-medical information for any purpose. Releasors agree that Releasees can adapt, modify, reproduce, distribute, publish, display, advertise or create derivative works from such photographs, video clips or recordings and that Releasees have no obligation to compensate Releasors in any way for any such use(s). Releasors acknowledge, understand and agree that Releasees are and shall be the exclusive owner of all rights, titles and interests, including copyright, in the works of authorship created, even if such works use any likeness of Releasors.
10. Choice of Law. This Participation Agreement shall be governed and construed by the laws of the State of Nebraska.
11. Entire Agreement. This Participation Agreement constitutes the entire agreement between Releasors and Releasees, and it supersedes all other oral and written statements, and it shall not be changed in any way without express, written consent signed by both parties.

RELEASORS AGREE THAT BY SIGNING, THEY HAVE CAREFULLY READ THIS PARTICIPATION AGREEMENT, WHICH INCLUDES A RELEASE AND ASSUMPTION OF RISK, AND A MEDICAL AUTHORIZATION, IN ITS ENTIRETY, AND UPON THE ADVICE OF COUNSEL OR WAIVER THEREOF, HAVE KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY AGREED TO ALL TERMS AND CONDITIONS.

Read Before Signing!

Release of Liability- Acknowledgment of Risk

I understand that Midwest Inspiration Quest programs can be conducted outdoors and they are designed to be challenging and educational. I understand that the activities may be physically and emotionally demanding and recognize the inherent risk of injury and disability in these activities. I agree to follow all safety instructions by Midwest Inspiration Quest staff and their affiliates during the workshop. I will participate to the best of my ability to provide the greatest outcomes for myself and others attending.

Participant Signature _____ Date _____

I recognize and acknowledge that although the program has been carefully designed and will be operated by well trained staff, the risk of injury or disability cannot be totally eliminated. In the event of illness or injury, consent is hereby given to provide emergency medical care or hospitalization. I affirm that the information provided is accurate and complete and I agree to the terms outlined above and hold Midwest Inspiration Quest and its partners, collaborators and affiliates harmless if full disclosure of a pre-existing medical condition has not been provided.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____