



# NEW HORIZONS CENTER FOR EXPERIENTIAL LEARNING

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*Effective, practical, programs for developing leaders, building teams and strengthening organizations*

*Horizons* offers programs and experiences that range from classroom instruction to more vigorous activities such as caving and ropes challenge courses. It is our goal to provide high quality experiences in the safest possible manner and environment. *Horizons* is dedicated to maintaining industry standards in regard to equipment, safety procedures, training and staff, yet participation does involve risk. Statistically, your participation in a *Horizons* program is much less likely to result in an injury than participation in organized sports and tremendously less risky than the automobile transportation that brought you to our program.

All programs operate on a **Challenge By Choice** philosophy wherein each participant chooses his/her level of involvement in each activity and will not be **required** to perform any physical activities. Given that most of *Horizons'* programs occur out-of-doors, there is naturally a risk and potential for falls that could result in scratches, bruises, pinches, sprains, rope burns, lacerations, fractures, concussions, or even more severe life threatening hazards. Although *Horizons* works to eliminate other outdoor hazards, there may be contact with plants, animals or insects that could create hazards such as stings, allergies, or other adverse conditions.

As a part of *Horizons'* safety program, we carry professional liability insurance. In an effort to maintain safety standards and to prevent frivolous litigation, our insurance carrier requires that you know and acknowledge the following.

**In consideration of the services of New Horizons Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Horizons"), I hereby agree to release, indemnify, and discharge NHC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:**

I acknowledge that *Horizons'* activities entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless *Horizons* from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of *Horizons'* equipment or facilities.

Should *Horizons* 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.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against *Horizons*, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**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 Horizons 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 of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Name of Group \_\_\_\_\_ Date(s) of Program \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ In Case of Emergency, Contact \_\_\_\_\_ Ph. No. \_\_\_\_\_

# Medical Information Sheet

*This information provided to New Horizons Center for Experiential Learning will be read and used **ONLY** by the facilitators who will be with you during your program. New Horizons will keep this information in Strict Confidence.*

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

## **Emergency Contact Person Information:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_  
Home Business or Other

Full Address: \_\_\_\_\_ C \_\_\_\_\_ S \_\_\_\_\_ Z \_\_\_\_\_

*Do you have Health Insurance?:* Yes \_\_\_\_\_ No \_\_\_\_\_ Name of Provider: \_\_\_\_\_

## **Medical History Information:**

*Do you have any health conditions or problems?* (e.g. pregnancy, heart condition, diabetic, asthma, seizure, or other) (Please explain)

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*Name any illness or condition for which you are now undergoing treatment and list any medications that you are taking:*

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## ***Are you allergic to any of the following?***

Medication (e.g. penicillin, aspirin, etc.) Yes \_\_\_\_\_ No \_\_\_\_\_  
Insect bites such as bee stings, etc. Yes \_\_\_\_\_ No \_\_\_\_\_ Do you carry a kit? Yes \_\_\_\_\_ No \_\_\_\_\_  
Other allergic reactions Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes", what is the nature of the reaction? \_\_\_\_\_

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***"I have truthfully completed the above medical information form and have no other undisclosed conditions or illnesses."***

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

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name)  
being permitted by *Horizons* to participate in its activities and to use its equipment and facilities, I further  
agree to indemnify and hold harmless NHC from any and all claims which are brought by, or on behalf of  
Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

Group or Organization Name: \_\_\_\_\_

Date: \_\_\_\_\_