

## Assumption of Risk/Liability Release/Waiver of Claims

I/we, \_\_\_\_\_ am/are aware that in signing this document allowing \_\_\_\_\_, said minor child/adult, to participate with Christina Scribner and/or Encompass Nutrition LLC, that certain elements of participation may be physically, mentally, socially, and emotionally demanding. Furthermore, I/we understand that certain risks and dangers exist in the activities in which the said minor child/adult will be participating: these risks include, but are not limited to foreign political, legal, social, and economic conditions, terrorism, crime, civil unrest, kidnapping, loss of or damage to personal property, injury or accident due to inclement weather, slipping, falling, insect bites, falling objects, immersion in cold water, hypothermia (cold exposure), hyperthermia (heat exposure), and suffering injury, accident or illness in remote areas without easy access to medical facilities or while traveling to or from activity sites. I/we acknowledge that while Christina Scribner and all staff and/or staff of Encompass Nutrition LLC activities can be foreseen. Said minor child/adult has a personal responsibility to learn and to follow the safety standards, guidelines and procedures established by Christina Scribner and/or all program instructors/coordinators.

I/We understand that Christina Scribner and/or Encompass Nutrition LLC is/are not an agent of, and has/have no responsibility for, any third party which may provide any services including, but not limited to, food, lodging, travel, or other goods or services associated with the program. I/we understand that Christina Scribner and/or Encompass Nutrition LLC accept(s) no responsibility, in whole or in part, for delays, loss, damage, or injury to persons or property whatsoever caused to the said minor child/adult or others prior to departure, while traveling or while staying in designated lodging.

I/We understand, acknowledge and assume all dangers, hazards, perils, and risks associated with the said minor child/adults participation in Christina Scribner and/or Encompass Nutrition LLC programs and do hereby waive all claims or causes of action arising from the said minor child/adults participation in the program, and do hereby release all persons and agents of Christina Scribner from liability or claims of any such kind which I/we may ever have against such corporation, persons or agents or their successors and assigns; it is my/our intent that this Waiver and Release cover, but not be limited to, any and all volunteers and agents of Christina Scribner's private practice, as well as Encompass Nutrition LLC, and all heirs, executors, successors and assigns.

I/we hereby represent and warrant that I/we will obtain and be covered throughout my/our travel by a policy of comprehensive health and accident insurance, which provides comprehensive health and accident insurance policy for injuries and illnesses I/we sustain or experience while traveling, including overseas. If I/we require medical treatment or hospital care in a foreign country or in the United States during my/our participation in the program, Christina Scribner and/or Encompass Nutrition LLC is/are not responsible for the cost or quality of such treatment of care. Christina Scribner and/or Encompass Nutrition LLC may (but is/are not obligated to) take any actions she/it/they consider(s) to be warranted under the circumstances regarding my health and safety. I/we agree unconditionally to pay the cost of such treatment or provide that it be paid through insurance that I/we have obtained.

I/We understand and acknowledge that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use, and behavior. I/we recognize that behavior which violates those laws or standards could harm Christina Scribner and/or Encompass Nutrition LLC, as well as my/our own health and safety. I/We will become informed of, and will abide by, all such laws and standards for each country to or through which I/we travel. I/we will attend to any legal problems I/we encounter with any foreign nationals or government of a host country or any country to or through which I/we travel. Christina Scribner and/or Encompass Nutrition LLC is/are not responsible for providing any assistance under such circumstances.

This Liability Release form covers all of Christina Scribner and Encompass Nutrition LLC activities/functions which are not limited to but may include the following:

Dining/Meals                      Walking                      Driving a Vehicle                      Hiking                      Camping

Rock Climbing                      Rappelling                      Swimming                      Biking                      Jogging/Running  
Other \_\_\_\_\_

**Assumption of Risk and Release of Claims.** Knowing the risks, dangers, and hazards described above, and in consideration of being permitted to participate in the program, I/we agree, individually, and on behalf of my/our heirs, successors, assigns, and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my/our participation in the program. To the maximum extent permitted by law, I/we, on behalf of my/our heirs, successors, assigns, and personal representatives, hereby release and forever discharge Christina Scribner and/or Encompass Nutrition LLC, volunteers, agents, and representatives (in their official and individual capacities) or Christina Scribner's private practice, as well as Encompass Nutrition LLC, and all heirs, executors, successors and assigns, from any and all liability.

I/We agree that this Assumption of Risk/Liability Release/Waiver of Claims is to be construed and governed under the laws of the State of Colorado, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. In signing this document I/we hereby acknowledge that I/we have read this entire document, that I/we understand its terms, and that by signing it I/we signed it knowingly and voluntarily.

**MY/OUR SIGNATURE(S) INDICATES(S) THAT I/WE HAVE READ AND UNDERSTOOD THIS ASSUMPTION OF RISK/LIABILITY RELEASE/WAIVER OF CLAIMS AND THAT I/WE AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY/OUR SIGNATURE(S) ALSO INDICATE(S) THAT I/WE AM/ARE AWARE OF ANY SPECIAL RISKS, DANGERS AND HAZARDS INVOLVED IN THE PROGRAM.**

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IF APPLICANT IS UNDER 18 YEARS OF AGE:**

I/we am/are the parent or legal guardian of the above Applicant; that I/we have read and understood the foregoing Assumption of Risk/Liability Release/Waiver of Claims (including such parts as may subject me/us to personal financial responsibility); that I/we am/are and will be legally responsible for the obligations and acts of the Applicant as described in this Assumption of Risk/Liability Release/Waiver of Claims; and that I/we agree, for myself/ourselves and for the Applicant, to be bound by its terms.

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

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Emergency Information:**

Please identify and describe any disabilities, conditions, prior injuries, current medications, or allergies (food, drugs, insect bites, plants, animals, etc.) which may limit Participation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

