

## Permission and Medical Release Form

Complete this form separately for each event or activity involving special considerations (see *Handbook 2: Administering the Church*, 13.6.20, ChurchofJesusChrist.org), an overnight stay, travel outside the local area, or an activity with higher than ordinary risks.

Event Details (to be filled out by event planner)			
Event Wellsville Stake Youth Trek		Date(s) of event July 17 <sup>th</sup> -19 <sup>th</sup> , 2023	
Describe event and activities (please be specific)			
Ward		Stake	
Event or activity leader	Event or activity leader's phone number	Event or activity leader's email	
Participant Information			
Participant		Date of birth	Age
Primary telephone number	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	Secondary telephone number	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
Address		City	State or province
Emergency contact (parent or guardian)	Primary telephone number <input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work	Secondary telephone number	<input type="checkbox"/> Home <input type="checkbox"/> Cell <input type="checkbox"/> Work
Medical Information			
Does the participant require a special diet? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain the dietary restrictions		
Does the participant have any allergies? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please list the allergies		
Is the participant taking any medication or over-the-counter (OTC) drugs? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, can the participant self-administer his or her medication? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please contact the event or activity leader directly.		
List all prescription or over-the-counter (OTC) medications the participant is taking			
Physical Conditions That Limit Activity			
Does the participant have a chronic or recurring illness? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain		
Has the participant had surgery or a serious illness in the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please explain		
Identify any other limits, restrictions, or disabilities that could prevent the participant from fully participating in the event or activity (attach additional pages if needed)			
Other Accommodations or Special Needs			
Identify any other needs or considerations the participant has that the event or activity planner should be aware of (attach additional pages if needed)			
Permission			
<p>I give permission for my child or youth to participate in the event and activities listed above (unless noted) and authorize the adult leaders supervising this event to administer emergency treatment to the abovenamed participant for any accident or illness and to act in my stead in approving necessary medical care. This authorization shall cover this event and travel to and from this event.</p>		<p>The participant is responsible for his or her own conduct and is aware of and agrees to abide by Church standards, camp or event safety rules, and other pertinent instructions. Participants' conduct and interactions should abide by Church standards and exemplify Christlike behavior.</p> <p>Parents and participants should understand that participation in an activity is not a right but a privilege that can be revoked if they behave inappropriately or if they pose a risk to themselves or others.</p>	
Participant's signature		Date	
Parent or guardian's signature (if necessary)		Date	

## Statement of Consent to Receive First Aid and Medical Treatment & Statement of Medical Condition



American West Heritage Center  
4025 S. Hwy 89-91  
Wellsville, Utah 84339  
435-245-6050  
<http://www.awhc.org>

### **Statement of Consent to Receive First Aid and Medical Treatment**

1. I, \_\_\_\_\_ hereby authorize a staff member to provide emergency first aid to me, in the event of an accident or emergency that renders me unable to communicate while participating in the American West Heritage Center's *Willie Handcart Experience*.
2. I hereby authorize a staff member to transport me to a medical facility if I am injured during the American West Heritage Center's *Willie Handcart Experience*.
3. I hereby give my consent to receive medical care, surgery, and/or anesthesia from a physician or surgeon in the event of an accident or emergency that renders me unable to communicate while participating in the American West Heritage Center's *Willie Handcart Experience*.

### **Statement of Medical Condition**

I, \_\_\_\_\_ have listed below any prescribed medications I may take during the American West Heritage Center's *Willie Handcart Experience*. I have also listed all my known allergies and medical or physical conditions.

Prescribed Medications\*: \_\_\_\_\_

Allergies and Medical or physical conditions\*: \_\_\_\_\_

\_\_\_\_\_  
\*If there are none, please write NONE.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent or legal guardian  
(If participant is under age 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian's Printed Name

# Insurance and Emergency Contact Form

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American West Heritage Center  
4025 S. Hwy 89-91  
Wellsville, Utah 84339  
435-245-6050  
<http://www.awhc.org>

Please fill this form out completely. If you have not authorized us to give you first aid and medical attention YOU MUST FILL IN SECONDARY CONTACT INFORMATION.

In case of an emergency contact:

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Emergency contact's first and last names (PRINT)

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Phone Number

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Cell Number

In the event that we cannot contact your Emergency contact person please give us the name and number of a secondary person to contact.

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Secondary emergency contact's first and last names (PRINT)

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Phone Number

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Cell Number

Please list your health insurance information – this will only be used if transported to a hospital.

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Health/Medical Insurance Company and Address

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Policy Number

**IMPORTANT:** All sections of this document must be filled out completely and accurately or the participant may be denied participation in the *Willie Handcart Experience*.

# Rules of the Trek

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Please read through the rules carefully and have each trekker sign the Rules Agreement Form.

## Handcarts

- Only 2 persons pulling on the handcart handle (more can pull from the rope and many more can push from behind)
- No sitting on or riding in handcart
- Please do not drop the handcart handle when resting or stopping
- One handcart at a time up hills and down steep terrain.
- Balance your load - keep the majority of the weight over the wheels' axel
- Do not carve anything into the handcarts (your name, your family name, etc.)
- NO RUNNING
- **No going barefoot and no open toed shoes**

We recognize that regular wear and tear is going to occur during the trek, but any damage caused to the handcarts beyond regular use will result in a repair fee. This fee will be charged to the entire group. Please take care of these replicas as though they were your own.

## Campsites

- Tent camping only, must bring own tents.
- All campers must camp in designated areas with their families.
- Campfires are permitted in the fire rings provided – these must be extinguished before going to bed. We follow seasonal orders of the State Fire Marshall.
- Please use firewood provided, no firewood collecting is permitted (Fire restrictions may apply)
- No bathing, brushing teeth or washing (dishes) in the rivers, streams or standing water
- Stay off the fences
- Stay on main trails in the campsites to keep the impact on the area to a minimum.
- Place all garbage and waste in designated bags or cans.
- All human waste must be hauled out in the porta-potties – please do not dig holes and bury waste.

## Portable Toilets (restrooms)

- **Please do not put trash in the toilets** – only human waste, toilet paper. Brown bags and garbage bags are provided to dispose of feminine hygiene products properly. (Extra charges due to neglect of this policy will be forwarded to the Company)
- No vandalism or graffiti on the interior or exterior
- Leave them cleaner than you found them – wipe the seat with the sanitizer provided and pick up any toilet paper from the floor.

## General Rules

- Do not leave the group, wait until everyone is ready to trek.
- Use the buddy system – do not go anywhere all alone.
- Do not feed the wildlife, pick flowers, or wander off the designated trail.
- Do not climb on rocks or destroy natural habitat.
- Do not drink water from creek.
- Leave snakes alone! Report snake sightings to leadership.

# Rules Agreement Form

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American West Heritage Center  
4025 S. Hwy 89-91  
Wellsville, Utah 84339  
435-245-6050  
<http://www.awhc.org>

I, \_\_\_\_\_ have read over all the rules in regards to the American West Heritage Center's *Willie Handcart Experiences* and fully understand and agree to abide by these rules. I understand that my failure to do so may terminate my opportunity to complete the trek.

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent or legal guardian  
(If participant is under age 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian's Printed Name

PARTICIPANT'S NAME: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION,  
AND ARBITRATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at **THE AMERICAN HERITAGE WEST CENTER** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the negligent acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

**Arbitration**

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of \$75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a **Living History Themed Park** in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for **Wellsville, UT**, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of \$75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Waiver A

### **Photography/Videography Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

### **Personal Responsibility**

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, \_\_\_\_\_ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

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

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_