

MUD CITY ADVENTURES®

Assumption of Risk/Release Agreement

I understand and accept that outdoor activities such as those participated in while attending Mud City Adventures, can expose my child to hazards. Some of the dangers and risks, which may be present or include, but are not limited to are:

- the forces of nature including lightning, rapid weather changes, and others not named
- the possibility the participant may slip and fall
- failure to abide by our rules and regulations
- injuries inflicted by animals, insects or plants.
- the physical exertion associated with the program
- using unfamiliar equipment
- accidents or illness in remote areas without medical facilities

I hereby state that I have read the assumption of risk statement and fully understand there are certain elements of danger that could take place in outdoor activities which are beyond the control of Mud City Adventures' Staff and that participating in these outdoor activities may entail unavoidable risks, loss of life, personal injury, and loss of or damage to property.

I further understand that Mud City Adventures carries no medical insurance for the protection of participants in outdoor activities, and any insurance coverage existing with respect to Mud City Adventures shall not alter the terms of this waiver nor impose any liability on Mud City Adventures.

I further understand that the rules and regulations of Mud City Adventures and Treks are designed to avoid the above risks and to prevent accidents that may incur harm to adventurers and I agree to obey them. I have gone over these rules and guidelines with my adventurer (son/daughter) and understand that if they are not obeyed; my adventurer (son/daughter) will be suspended from Mud City Adventures without a refund.

I agree to indemnify and hold Mud City Adventures and instructors harmless from all unintentional loss, damage, or costs which the participant may suffer as a result of such activities.

I agree that Mud City Adventures and instructors are not financially liable for any personal items of participants that are lost, damaged, or stolen during our programs.

I also agree to give Mud City Adventures permission to use photos taken of my child while at Mud City Adventures for promotional use and authorize use by affiliated resorts.

I also agree that if my child is ruining the fun for any other adventurer or staff member he/she will be asked not to return to Mud City Adventures and there will be no refund.

I have read this Form/Agreement and fully understand its contents. I am aware that this is a release of liability and I sign it of my own free will.

Parent/Guardian/Agent Signature

Print Name

Date

MUD CITYadventures®

PAYMENT FORM

Name of Adventurer(s) _____

PART I

1. **Check:** Payable to **Mud City Adventures**. Check # _____ Amount \$ _____ Date _____

2. **Credit Card Payment:** Please complete the following form.

Card Type: Visa _____ MasterCard _____ Amex _____

Name of Cardholder (as it appears on Credit Card) _____

Credit Card Number _____

Expiration Date _____

Card Code (3 digits on back) _____

House # or Box # of Billing Address _____

Zip Code _____

D.O.B of Your Oldest Adventurer _____

Mud City Adventure's small groups and high quality of instruction are made possible through adherence to our refund, payment and cancellation policy. Thank you in advance for your understanding and cooperation.

Mud City Adventures® Registration, Refund and Cancellation Policy

A \$300 non-refundable deposit for each week registered must be made, per adventurer, with this Registration Packet. Please sign and send to Mud City Adventures by fax, email or mail. Last 4 digits of credit card may be left off and phoned in if preferred. Registrations less than \$300 must be paid in full. A Cancellation must be in writing and confirmed by Mud City Adventures 30 days prior to the start of the registered program. If a cancellation is made in the appropriate time, a \$25 service charge per adventurer per program will be applied to all refunds, which will be given within 90 days. There is no refund for an adventurer that is registered and does not show up, requires early departure, or arrives late for a program. Adventurers are not registered unless confirmed by Mud City Adventures and full payment is received. A Confirmation Packet will be sent upon receipt of Registration Form, Payment Form, & Waiver.

Mud City Adventures® Tuition and Terms of Payment

The initial deposit sent with this Registration Packet is non-refundable and non-transferable. **The remaining payment balance is due on or before June 1st.** Your credit card will be charged on this date unless other arrangements have been made with Mud City Adventures. **Registrations received after June 1st, must be accompanied by full payment.**

Mud City Adventures® Program Changes & Waiting List Policy

Once registration has been received with full tuition by June 1st, there will be a \$25 processing fee if there are any changes to dates or programs. If space is available, changes may be permitted. There are no additional charges for adding days, weeks, overnights or any other programs. Adventurers may not attend a program for additional days, assuming that it can take the place of a previously missed day. Changes must be approved, paid in full, and confirmed by Mud City Adventure. Mud City Adventures establishes waiting lists for each program, and will notify Adventurers as soon as an opening occurs.

By signing this form I understand and agree to adhere to all of the aforementioned registration, refund, cancellation, deposit, credit, and change of date/program polices. I also authorize Mud City Adventures to charge the full payment to the above Credit Card.

\$ _____
Total to be charged

Signature of Card holder _____

Date _____

Signature of Parent/Guardian (required if cardholder is not the parent/guardian) _____

Date _____