

Troop 194 June 15-17, 2018 Via Ferrata

As the parent or legal guardian of _____ of the _____
Patrol, I hereby give my permission for him to participate in this outing with Boy Scout Troop 194.

Cost for this event on or before May 22, 2018 is:

- Registered Scouts, Crew Members, or Guests: \$80.00
- Registered Adults: \$70.00
- Registered and Trained Adult Leaders: \$40.00

Cost for this event after May 22, 2018 is an additional \$10.00 per person, if spots are available.

NOTE: There are currently 15 harnesses reserved, there is no guarantee that reservations beyond 15 will be available. We will attempt to increase the reservation if necessary but harnesses will be on a first come, first served basis.

NOTE: By submitting this registration form, I understand that I have committed to the cost of the event and will be responsible for paying in full. I understand that no refund will be given for cancellations after June 5, 2018. Please make checks payable to BSA Troop 194.

Event Location: Southeast Mountain Guides, 1617 N KY HWY 11, Campton, KY 41301

Departure Schedule: Mason United Methodist Church **6:00 pm** arrival with departure at **6:30pm**.

Return Schedule: Pick-up at Mason Intermediate School by **12:30pm** on Sunday, June 17.

On-site contact: Ken Black cell: 313 319-8556

I give my permission to the adult leaders of Troop 194 to render First Aid should the need arise. In the event of an emergency, I also give permission to the physician, selected by the adult leader in charge, to hospitalize, secure proper anesthesia, order injection, or secure proper medical treatment as needed. I further agree to hold Troop 194 and its leaders blameless for any accidents that might occur during this outing, except for clear acts of negligence or non-adherence to BSA policies and guidelines.

In case of emergency, I can be reached by phone at _____ or _____.

If I cannot be reached, please contact _____ at _____.

Signed: _____ Date: _____
(parent or legal guardian)

Required Medications and Dosage Instructions: _____ Morning _____ Evening _____ Both

Special Medical Information/Instructions (Allergies, Inhaler Information, etc.):

Southeast Mountain Guides Reservation and Cancellation Policies

Reservations

Reservations require a 50% NON-REFUNDABLE deposit.

Cancellations

If you decide to cancel, just let us know, and we can apply your deposit to a rescheduled date up to a year from the *original* date reserved. If you decide to cancel and do NOT inform Southeast of your cancellation (i.e. no-show), your deposit will be forfeited and will NOT be transferrable to a rescheduled date.

We understand plans change, and will work with you to update your reservation as things come up. However, you MUST inform Southeast of ANY changes to your plans whether that is a cancellation or a change in date, arrival time, number of participants, medical conditions, etc.

In the rare event that Southeast needs to cancel, we reserve the right to decide whether a refund or credit at a pro-rated amount will be issued. We are not responsible for cancellation fees from a change or cancellation in your flight plans, lodging, or any other accommodations.

Weather

We are open rain or shine! Again, you are welcome to cancel due to weather or any other reason; see above for our cancellation policies.

Waiver Forms

We must have properly completed waivers. You may print our waiver from our website, fill it out correctly, and then bring it with you on your arrival date. Please note that participants under the age of 18 must have a waiver and it MUST be signed by the participant and the parent or legal guardian.

<https://www.southeastmountainguides.com/waiver/>

Date of Arrival

- **Location:** All trips meet at our main facility in the Red River Gorge: 1617 N KY 11 Campton, KY 41301. There is a map with our exact location on the “reservations & contact” page on our website. The Via Ferrata climbing course is located directly behind our office building, which means you will be no further than a 5-minute walk from your vehicle. If you are participating in our guided activities, you will also meet at our main facility, however it is at your instructor’s discretion as to whether you will stay on site or travel to another location in the Red River Gorge region. If you travel to a different location, you will be driving your own vehicle, following the instructor in their vehicle. <https://www.southeastmountainguides.com/contact-us/>
- You must check in at our facility 10 minutes prior to your reserved time. Our facility is located in the Eastern Standard Time zone (EST).
- **Remaining Balance Due:** The day of your reservation, the remaining balance will be due based on the *actual* number of participants. Keep in mind that a change in your numbers will change the pricing per person, and that the deposit is still non-refundable.
- We accept cash and all major credit/debit cards. We do NOT accept check payments.

What to Bring

Southeast Mountain Guides provides all necessary climbing and/or rappelling equipment, but you are welcome to bring your own. Please note that your equipment must be inspected & approved by a Southeast Crew Member.

Food/Snacks/Water is NOT provided. Please bring a small day pack containing whatever you may need for the duration of your trip. You will need clothing that is appropriate for the weather and comfortable to climb in. You will need closed toed/closed heeled shoes, such as tennis shoes or hiking boots. We also recommend bringing sunscreen and bug spray.

Age Restrictions

Via Ferrata: All participants MUST be 10 years of age or older. An adult (18 years of age or older) must be climbing with youth ages 10-14. An adult can accompany up to 5 youth at a time.

Guided Activities: There are no age restrictions for our guided activities, however Southeast highly recommends that participants be 6 years of age or older for our basic guided activities. All of our activities have age guidelines. Please see our website for recommended guidelines for each activity.

Weight & Height Restrictions

There are no weight restrictions, but you must be able to properly fit in our harnesses ranging up to size 54" waist. There are also no height restrictions.

Medical Conditions/History

During the reservation process, Southeast Mountain Guides must be informed of any allergies, medical conditions, or anything else that we would need to know. You will also need to update Southeast of any changes in medical conditions and inform your instructor(s) upon arrival. If there are any medical conditions please do not forget to bring medications (including EpiPens/inhalers, etc.). Our activities are NOT recommended for anyone that has a serious medical condition.

Places to Stay/Eat

Please visit the "places to stay/eat" page on our website for many great camping and lodging options, not to mention other great activities throughout the gorgeous Red River Gorge Region. We also encourage you to talk to your instructor about their favorite spots in the Gorge!

<https://www.southeastmountainguides.com/places-to-stay-eat/>

Pets

We are a dog friendly facility, however we highly encourage you to leave your pets at home! Pets at our facility must be leashed AT ALL TIMES and must remain with you at all times. This means you CANNOT tie your pet to ANYTHING, ANYWHERE on our property and leave them unattended. If you are specifically on a guided trip YOU MUST inform Southeast that you are bringing a pet. Some locations through the Red River Gorge region do not allow pets.

Gratuity

Our instructors strive to provide the best service and experience for you. This takes time, dedication, and training towards their craft. Please consider providing gratuity for your instructor. Management recommends 10-20%.

Follow Us

Follow us and get up to date info!

Instagram: [southeast_mountain_guides](#)

Facebook: [@southeastmountainguides](#)

Blog: <https://www.southeastmountainguides.com/blog/>

Email list: <https://www.southeastmountainguides.com/newsletter-registration/>

Conclusion

Once again, we are looking forward to working with you in the near future. We know you will have a great time with our company and our crew members. Please let us know in advance if you have any questions or concerns. You can email us at email@southeastmountainguides.com or call 606-668-6613 to speak to any of our friendly crew members. If you have a quick question, feel free to text us at 859-428-7573 as well. See you soon!



Assumption of Risk, Waiver of Liability, & Indemnification Agreement - Read Before Signing

Name of Participant: _____ **Date (M/D/Y):** ____ / ____ / ____

Southeast Mountain Guides, LLC (hereafter referred to as **SOUTHEAST**) offers high adventure opportunities for all ages. Southeast caters to individuals, families, and groups. Southeast activities are geared for all skill levels – both experienced climbers and beginners. Activities are provided on Southeast property, on private property, State Park land, National Forest land, and National Park land. Featured activities include 1) Via Ferrata (a climbing system that aids the climber by cables and iron rungs for hands and feet), 2) guided rock climbing (offers private guided rock climbing trips from professionally certified climbing instructors), and 3) guided rappelling (offering both private and group guided rappelling trips). Southeast activities involve adventure, excitement, challenge, fun, develop fitness, promote self confidence, and have many other obvious values.

While the benefits of participation in Southeast activities are obvious, Southeast feels it is important that the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** understand that there are **inherent risks** in all physical activities, including outdoor activities such as Via Ferrata, guided rock climbing, and guided rappelling which can't be eliminated regardless of the care taken by Southeast.

While participant safety is of major concern to Southeast, the fact is that rock climbing and rappelling are conducted in a natural setting which contains unpredictable hazards; in such a setting Southeast can never be in total control. While it is impossible to list all of the inherent risks of rock climbing or rappelling, the following list illustrates some of the inherent risks faced by the participant: weather-related risks (e.g., hot, humid weather; unexpected lightning; sudden high winds); over-exertion; being struck by debris, dislodged rocks, or other objects; falls from a rock wall, cable, swing, or bridge; loss of footing due to slippery rocks or unstable stones; collisions with stationary objects or other participants; participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants; careless, erratic, or negligent acts by non-participating general public; unexpected carabiner, harness, or equipment failure; errors in judgment by Southeast personnel and instructors -- including, but not limited to: misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or sufficient instructions, and concentration lapses while supervising.

Southeast feels that it is important that the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** understand that three types of injuries can occur. *Minor injuries* are the most common and include, but are not limited to, insect bites/stings, sunburn, muscle soreness, headaches, sprains, cuts, black eyes, blisters, bruises, and abrasions. *Serious injuries* are less common, but can occur occasionally. They include, but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, broken teeth, heat-related illness, and internal injuries. *Catastrophic injuries* are very rare; but Southeast feels that every **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** should be aware of the possibility. These infrequent injuries include permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

Assumption of Inherent Risks: I, the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**

- 1) assert that I am familiar with the inherent risks of rock climbing and rappelling and I have been reminded of some of the inherent risks by the preceding paragraphs.
- 2) **understand that all activities of Southeast include inherent risks that cannot be eliminated** regardless of the care taken by Southeast.
- 3) **know, understand, and appreciate** the types of injuries inherent in Southeast activities.
- 4) hereby assert that **participation is voluntary and knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of SOUTHEAST: In consideration of permission to participate in Southeast activities, today and ON ALL FUTURE DATES, **I, the Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge Southeast** [including ROC Entreprise, all corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, sponsors, vendors, consultants, agents, equipment suppliers, insurers, other Southeast participants, owners of all venues, and the U.S. Government, National Forest and National Land, its management, and employees] (hereafter referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the *Protected Parties*.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in Southeast activities including, but not limited to: Via Ferrata, guided rock climbing, guided rappelling, night climbs, group instruction, clinics, special events, merit badges, combo packages, multi-pitch climbing, training/conditioning activities, and all incidents on the premises. It applies while I am an observer or spectator; during personal use of all facilities; and while being transported or walking to a venue. This applies to all facilities, venues, equipment, and all premises including the associated trails and parking lots and to 2) any claims resulting from the damage to, loss of, or theft of property.

Indemnification: **I, the Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**, also **agree to hold harmless, defend, and indemnify Southeast** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims of *Releasing Parties* or others acting on my behalf, arising from my participation in Southeast Activities, (including those arising from the inherent risks of the activity or the ordinary negligence of *Protected Parties*).**

I, the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**, further agree to hold harmless, defend, and indemnify Southeast against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in Southeast activities.

Clarifying Clauses: I, the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** confirm:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and Southeast and that it cannot be modified or changed in any way by representations or statements by any agent or employee of Southeast.
- 2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of Kentucky and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.
- 3) If legal action is brought, either the state court serving Wolfe County, Kentucky, or the U.S. District Court for the Eastern District of Kentucky has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of Kentucky shall apply.
- 4) I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all *disputes, controversies, or claims arising out of participation in Southeast shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.*

Acknowledgements to Promote Participant Safety:

Health Status. The **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** affirms that he or she:

- Possesses no health problems or physical disabilities that would make participation unwise or risk injury.
- Understands that Southeast advises all participants to seek medical clearance prior to participation.
- Understands that it is his or her duty 1) to inform staff of disabilities or illnesses; and 2) discontinue activity immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- Is physically and mentally capable (sufficient skills, strength, maturity, coordination, and fitness) to safely participate.

Medical Care. The **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** affirms that he or she:

- Authorizes the use of first aid/CPR by Southeast staff if Southeast staff deems it is needed.
- Authorizes Southeast to secure emergency medical care and transport if deemed necessary.
- Agrees to assume all cost of emergency care and transportation.

Rules and Safety. The **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)** agrees:

- To report all injuries (even minor injuries) so that Southeast may make a record of the injury.
- To wear all recommended safety gear during participation.
- To inform Southeast of any use of controlled substances such as alcohol, drugs or illegal substances.
- To follow all rules, guidelines, and instruction established by Southeast.
- To inform Southeast of any conduct or condition that creates a hazard for participants or others – and will immediately discontinue further participation in said activity.
- That Southeast has authority to halt my participation if it endangers me or others.

Acknowledgment of Understanding: I, the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I, the **Southeast Adult Participant or Southeast Minor Participant (& Parent/Guardian)**, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Kentucky. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

Complete Only if Participant is Under 18 years of age

If Participant is a Minor, at Least one Parent/Guardian Must Sign Below:

Name of **Participant** (Print)

Signature of **Participant**

____/____/____
Date: (M/D/Y)

Date of Birth: ____/____/____

Mo. Day Year

E-Mail:* _____

Phone: (____) _____ - _____

In Case of Emergency (Must be someone **Not** participating), Please Notify _____ Phone (____) _____ - _____

_____ Name of Parent/Guardian (Print)	_____ Name of Parent/Guardian (Print)
_____ Signature of Parent/Guardian	_____ Signature of Parent/Guardian
Date: ____/____/____	Date: ____/____/____

* We will send you coupons and event updates a few times throughout the calendar year. If you do not desire this please check NO: ____ and your email address will only be used to contact you for subjects deemed important (such as a lost cell phone, etc).