



Liability Form

Program Agreement, Release of Liability and Assumption of Risk

In order to optimize your experience in this "rite of passage" program, the following form clearly states the risks of participating and identifies your specific areas of responsibility. Each paragraph must be initialed, signifying your agreement. In the spirit of our work, we would prefer that this form be entirely unnecessary, however, our current societal norms require that all of the following information be acknowledged by you, and signed in the presence of a legally authorized witness (Notary Public).

Initials:

_____ 1) **PARTIES INCLUDED** I understand that this Agreement, Release of Liability and Assumption of Risk includes the Way of Nature and Sacred Passage founder, John P. Milton, his Senior Guides, and its agents, associated entities, officers, shareholders, employees, and the owners of any and all land used for The Way of Nature/Sacred Passage, and anyone working for or with John P. Milton and/or his Senior Guides, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as J.P. Milton.

_____ 2) **RISK CONTEMPLATED** This Agreement is made in contemplation of all "The Way of Nature/Sacred Passage activities," including but not limited to the risks encountered on a normal camping trip of insect bites to stings, snakebite and animal bites, the hazards of traveling in mountainous or desert terrain, high altitude, undeveloped areas, or the forces of Nature and any act or illness in

remote regions without means of rapid evacuations or availability of medical supplies and facilities. I will not be traveling more than 100 yards from my campsite during the solo portion of my retreat.

_____ 3) **RELEASE OF LIABILITY** I hereby release and discharge J.P. Milton from any and all liability claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in Sacred Passage activities even if caused by negligence or other fault of J.P. Milton.

_____ 4) **COVENANT NOT TO SUE** I further agree that I WILL NOT SUE OR MAKE A CLAIM against J.P. Milton for damages or other losses sustained as a result of my participation in The Way of Nature/Sacred Passage activities.

_____ 5) **INDEMNIFICATION AND HOLD HARMLESS** I also agree to INDEMNIFY and HOLD J.P. MILTON HARMLESS from all claims, judgments and costs, including but not limited to attorney's fees, and to reimburse J.P. Milton for any expenses whatsoever incurred in connection with any action brought as a result of my participation in The Way of Nature/Sacred Passage activities.

_____ 6) I acknowledge that the enjoyment and excitement of The Way of Nature/Sacred Passage is substantially derived from the inherent risks that may be involved in travel outside my life at home and that, in fact, existence of these risks contributes to my pleasure and enjoyment of this "rite of passage" experience, and constitute a substantive reason for my participation.

_____ 7) I am also aware and clearly understand that The Way



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of Nature/Sacred Passage, and its agents and operators, will have no liability regarding the adequacy of any medical care and evacuation plan or equipment and/or supplies that may or may not be provided by The Way of Nature/Sacred Passage.

_____ 8) I am voluntarily participating in this Way of Nature/Sacred Passage "rite of passage" with full knowledge of the dangers and risks involved, and agree to assume all risks, including injury and death. If a minor, I the have the full knowledge that my legal guardian assumes the same assumption of risk on my behalf, as if I was a participating adult.

_____ 9) In consideration of the right to participate in The Way of Nature/Sacred Passage activities, and the services arranged by Sacred Passage and its agents and representatives, I do hereby assume all risks of bodily injury, death, emotional trauma, property damage and/or theft, resulting from negligence or any other acts, however caused, including those mentioned above as a result of my participation, and I release J.P. Milton and his agents and representatives from any and all liability, actions, causes of actions, suits, debts, demands that I may have for bodily injury, death or property damage, loss of income, claims of every sort and nature whatsoever which have or may arise out or in connection with my participation in a Way of Nature/Sacred Passage activity.

_____ 10) I understand that I am completely responsible for providing my own shelter. I know that the water from streams and springs and ponds is not necessarily safe to drink, and I will purify

this water (by effective means other than boiling) before drinking it.

_____ 11) I understand that unless specifically noted as an exception to the norm, I am responsible for providing my own food during the Awareness Training and solo portions of the program.

_____ 12) I understand that the solo portion of my Way of Nature/Sacred Passage experience is intended to take place in complete solitude, but that there is a "buddy system" by which I and my companions will check on each other daily without actually seeing or speaking to each other.

_____ 13) In the event that an emergency (however slight the actual risk) does occur, I understand that I will bring a whistle with which to summon help from my companions.

_____ 14) I understand that fees for The Way of Nature/Sacred Passage experience cover all aspects of the program, excluding my time in solo camp. Although J.P. Milton or his assigns may choose to visit my checkpoint while I am on solo, I understand that he is voluntarily donating his time for such activities free of charge.

_____ 15) **PARTIES BOUND BY THIS AGREEMENT** It is my understanding and intention that this Agreement, Release of Liability and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate, my relatives and heirs, that...it is further my understanding and agreement that this release is intended to, and does in fact, release J.P. Milton from any and all claims and obligations whatsoever arising in any way from my participation in The Way of Nature/Sacred passage activities.



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_____ 16) LACK OF INSURANCE I have been advised and recognize that while engaging in The Way of Nature/Sacred Passage activities, I am not covered by an accident or general liability insurance policy issued by J.P. Milton.

_____ 17) ENFORCEABILITY I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fail, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on my behalf by my estate, relatives, or by anyone who would sue because of my injury or death.

_____ 18) In the unlikely event a legal dispute should arise involving any subject matter whatever, I agree that the dispute shall be settled by binding arbitration through the American Arbitration Association of Arizona. Should the arbitration provision prove to be unenforceable, I agree that any legal action shall be brought before the appropriate Court in Cochise County, Arizona, or Federal Court in Arizona, and that such legal action will not exceed \$500.00. I further agree that the plaintiff hereby agrees to pay all reasonable attorney's fees for the defendant in the dispute.

_____ 19) UNDERSTANDING OF THIS AGREEMENT I HEREBY CERTIFY THAT I HAVE CAREFULLY READ THIS ENTIRE RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS, AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I CHOOSE TO BE BOUND BY ITS TERMS.

PLEASE ATTACH TO THIS AGREEMENT PROOF OF HEALTH INSURANCE

Clearly Print Name of

Physician

(_____) _____ - _____

Emergency Telephone Contact

Dated this _____ day of _____, _____ (year)

Participant Signature

Legal Guardian Signature (if applicable)

Witness (Notary Public)

Notary Commission Seal to be stamped: