

MEDICAL RELEASE AND HEALTH HISTORY

Name of Participant _____ Date _____

Emergency Contact:

Name _____ Relationship _____

Home Address _____ City _____ St _____ Zip _____

Home Phone _____ Work Phone _____

Cell Phone _____ Email Address _____

ALL PARTICIPANTS ARE REQUIRED TO PROVIDE MEDICAL INSURANCE INFORMATION AND ARE RESPONSIBLE FOR ANY POSSIBLE MEDICAL EXPENSES

Medical Insurance Company _____ Policy # _____

Billing address of Insurance Company _____ Group # _____

Name of Primary Care Physician _____ Phone # _____

PLEASE PROVIDE COMPLETE AND ACCURATE MEDICAL HISTORY INFORMATION

<u>CONDITION</u>	<u>NO</u>	<u>YES</u>	<u>CONDITION</u>	<u>NO</u>	<u>YES</u>
Broken Bones			Severe anxiety or depression		
Severe Sprains			ADD or ADHD		
Neck or Shoulder problems			High Blood Pressure		
Back and Spine problems			Heart Disease		
Foot or Ankle problems			Seizures		
Leg or Knee problems			Asthma		
Intestinal problems			Diabetes		
Urinary Tract problems			Bleeding or Blood Clotting Disorders		
Hospitalized in past year			Chronic headaches		
Diagnosed Mental Illness			Chest Pain		
Past Serious Injuries or Illnesses			Past Operations		
Phobias and Fears			Women: Are you pregnant?		

Please provide further information for any condition listed above that you answered "Yes". Supply dates where applicable (use additional sheet of paper if needed).

Please list any allergies including food, medication, plant, bites, stings, etc (use additional paper if needed).

ALLERGY	REACTION	MEDICATION REQUIRED

Please list any prescription medication that is currently being taken. Please let us know what you are bringing on your Adventure and if it will be discontinued during the course of your time with OWSS.

MEDICATION	CONDITION	DOSAGE/ FREQUENCY	SIDE EFFECTS

PLEASE INDICATE ANY ADDITIONAL CONDITIONS, CONCERNS, RESTRICTIONS WE SHOULD KNOW ABOUT SUCH AS DIETARY RESTRICTIONS, ETC.

All OWSS Adventures are rated as requiring a fitness level of Low, Moderate, or High.

- Low fitness level is described as someone who participates in a cardio-aerobic activity (walking, swimming, biking, basketball etc) at least 10-15 minutes for 2-3 days a week.
- Moderate fitness level is described as someone who participates in a cardio-aerobic activity (walking, swimming, biking, basketball, etc) at least 20-30 minutes for 3-4 days a week.
- High fitness level is described as someone who participates in a cardio-aerobic activity (jogging, swimming, biking, aerobic, etc) at least 40-60 minutes for 4-5 days week, and may or may not include strength training.

Use our descriptions as a general guide, and contact us with questions and concerns. Please check the level of fitness required for your trip.

I hereby certify that the information provided herein is accurate and I, the participant, am in good physical condition to participate in the required activities. If medical attention is needed for illness or injury during the program and medical facilities are not readily available then I give permission for Old Ways Survival School "OWSS" to provide wilderness medical care within their abilities, until facilities are available.

<i>Participant Signature</i>	<i>Print Name</i>	<i>Date</i>
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TO BE COMPLETED FOR PARTICIPANTS UNDER AGE OF 18

This health history and fitness level is correct to the best of my knowledge and I believe my child to be physically and emotionally capable of participating in the programs offered by OWSS. I hereby give permission to OWSS and all affiliates (including field staff and contractors) to:

1. Have access to my child's medical information included on this form.
2. Select medical personnel and order x-rays, routine tests, or treatment for the participant listed above.
3. Make relevant medical information available to medical personnel.
4. Provide ongoing health care during the Adventure

Emergency Authorization

In the event I or my spouse cannot be reached in an emergency, I hereby give permission to the physician selected by OWSS, to hospitalize, secure proper treatment for and order injection and/or anesthesia and/or surgery for the participant named above. This form may be photocopied for use in the field.

_____/_____/_____
Parent/Guardian Signature, if applicable Print Name Date

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK

In consideration of the services provided by OLD WAYS SURVIVAL SCHOOL, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as OWSS), I hereby agree to release, indemnify, and discharge OWSS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that hiking, backpacking, kayaking, tracking, horseback riding, and other activities offered by OWSS include known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, the hazards of walking on uneven terrain, slips, falls, being struck by rock fall, or other objects dislodged or thrown from above; the use and potential or actual failure of equipment; the forces of nature, including lightning and rapid weather changes; the risk of falling; the risk of exposure to insect and animal bites and attacks; the risk drowning in rivers, lakes and streams; the risk of cold injuries, including hypothermia or heat injuries, including hyperthermia; my own physical condition, and the physical exertion associated with outdoor adventure activities. Furthermore, OWSS employees have a difficult job to perform. Their main concern is safety but it is the participant's responsibility to inform the staff of a change in fitness or ability.

2. I knowingly and freely assume all such risk, known and unknown, associated with the activities provided by OWSS even if arising from the negligence of the Releasees or others responsible for my participation.

3. I willingly agree to comply with the stated terms and conditions of participation in any activities and services provided.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless OWSS from any and all claims, demands, causes of action, which are in any way connected with my participation and services provided or my use of OWSS' equipment, horses, etc. including any such claims which allege negligent acts or omissions of OWSS.

5. I understand and consent to OWSS retains the right to use, for publicity and advertising purposes photographs taken of me while participating in their activities/services without any expectation of compensation for the use thereof. By signing this Participant Agreement, Assumption of Risk and Release of Liability document, I acknowledge that I have read it completely, fully understand it, agree to be bound by its terms and sign it freely and voluntarily without any inducement.

All participants and parents or legal guardians must sign the above Booking / Reservation form after reading this entire document.

INITIAL HERE agreeing that you have read and understand the Participant Agreement, Release of Liability, Assumption of Risk form.

HORSE RIDING/INSTRUCTION AGREEMENT

In consideration for participating in horse-related activities, training or instruction connected with OWSS, the participant hereby agrees as follows:

- A. **REGISTRATION OF RIDER AND PURPOSE OF AGREEMENT:** I, the above listed participant hereinafter known as the "RIDER" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction by OWSS, and that RIDER will ride a horse provided to him/her by OWSS, his/her own horse, or one borrowed or leased by RIDER'S own arrangement.
- B. **SCOPE OF AGREEMENT AND DEFINITIONS:** This agreement shall be legally binding upon me, the RIDER, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the State of Montana. Any disputes by the RIDER shall be litigated in the county in which OWSS is physically located. If any clause, phrase or word is in conflict with the laws of the State of Montana then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "RIDING" or "HORSEBACK RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules, or donkeys whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above RIDER and the parents or legal guardians thereof if a minor.
- C. **INHERENT RISK OF ACTIVITY:** I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.
- D. **NATURE OF RIDING HORSES:** I understand that OWSS chooses its horses for their calm disposition and sound training as required for use as riding horses for our lesson programs yet, no horse is a completely safe horse. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, kicking, biting, running under obstacles, or running from danger.
- E. **RIDER RESPONSIBILITY:** I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The RIDER shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. Pregnant women should ride horses only under the advice of their physician. OWSS advises pregnant women not to ride horses.
- F. **CONDITIONS OF NATURE:** OWSS is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way (*i.e.*, thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person, etc.). Further, OWSS is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures), which is subject to constant change in condition according to use, weather, temperature, and natural and man-made changes in landscape. Further still, OWSS is not responsible for activities engaged in by others such as, but not limited to, hunters (*e.g.*, shooting guns), or car drivers or occupants (*e.g.*, honking horns or throwing objects to scare a horse, etc.).

G. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability insurance company shall pay for such damages.

H. PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by OWSS that an ASTM/SEI approved helmet should be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. RIDER may choose not to wear headgear by signing statement below.

I. LIABILITY RELEASE: I agree that in consideration of OWSS allowing my participation in this activity under the terms set forth herein, I, the RIDER, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge OWSS, its owners, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises and trails (whether or not such premises or trails are owned by OWSS, affiliated organizations and insurers and others acting on its behalf (hereinafter, collectively referred to as "Associates")) of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to OWSS' and/or its Associate's ordinary negligence; and I do further agree that I shall not bring any claims, demands, legal actions and causes of action, against OWSS and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of OWSS, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of OWSS, whether on or off the premises of OWSS.

J. ATTORNEY'S FEES: I agree that in consideration of OWSS allowing my participation in this activity under the terms set forth herein agrees to indemnify OWSS and its Associates for all reasonable attorneys fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the RIDER, the parents or guardians thereof, or his or her heirs, estate, assigns, including all minor children, and parental representatives. As much as we enjoy making our horses available to various riders (paying or otherwise), we respectfully request that if Rider believes that a horse-related personal injury or death is justifiable grounds for shifting any part of the financial, emotional, and physical burdens of his or her injury (as onerous, regrettable, and/or tragic as they may be) back to OWSS or its Associates, then please do not participate in this activity with our horses. Thank you.

No Protective Headgear Statement (must be 18 years of age or older to sign this statement)

Participant Signature below only if you choose **NOT** to wear protective headgear during horse activities.

I, the undersigned participant, knowingly and voluntarily choose not to wear protective headgear while engaging in any horse activities.

Participant Signature

Print Name

Date

All riders and parents or legal guardians must sign the above Booking / Reservation form after reading this entire document.

INITIAL HERE agreeing that you have read and understand the Horse Riding/Instruction Agreement.

POLICIES, TERMS, CONDITIONS

DEPOSITS

A per person deposit must be submitted with this signed Booking/Reservation form to reserve your Adventure. See Packages for deposit amounts. Deposit will be refunded to you upon timely cancellation minus booking fee (see cancellation instructions below). Booking fee is ten percent (10%) of the total cost of your adventure. Deposit is non-refundable in its entirety if Cancellation Policy is not met.

CANCELLATIONS

Written cancellation must be postmarked forty (40) days prior to the adventure start date (recorded on Confirmation Receipt). Write to: OWSS, PO Box 504, Victor, MT 59875. Upon compliance of said cancellation procedure, deposit will be refunded to the address on file (deposit amount is recorded on Confirmation Receipt). OWSS highly recommends trip insurance to avoid loss from unexpected cancellations. Call Travel Guard at 800-826-1300.

PAYMENTS / REFUNDS

Final payment is due and must be received by OWSS thirty (30) days prior to adventure start date. No refunds will be given for services, activities or accommodations voluntarily not participated in by the guest. It is the responsibility of guests to provide written notification of any health or dietary concerns that may affect their trip on the medical form provided herein and prior to arrival.

No-shows will be charged the full amount. Parties arriving with fewer guests than reserved for will be charged the full amount. There is no adjustment/refund to the final bill for late arrival, early departure, unforeseen departure, or changes in itinerary. Guests will be notified of impending weather conditions as far in advance as possible via weather forecast predictions; however, all survival Adventures will proceed in outdoor conditions. There is no adjustment or refund to the final bill due to weather conditions.

OWSS accepts Personal Checks and Traveler's Checks at this time.

Land Use Fee of 5% on the horseback riding portion of your stay.

OWSS Policies and Rates are subject to change without notice.

Upon initial payment, the guest agrees to all prior stated conditions in this section and in the Booking/Reservation forms package.

TRANSPORTATION

Most guests take advantage of our shuttle to and from the camp site. There is a \$25.00 shuttle service charge one way, from and then to the local airport. Shuttle pick-up departs from the local airport at 11:00 a.m. and shuttle return arrives at the local airport at 3:00 p.m. ALL SHUTTLES MUST BE ARRANGED IN ADVANCE-NO "ON DEMAND" SHUTTLES ARE AVAILABLE.

_____ Rental Cars offers a 15% discount as a guest of OWSS. Guest must contact OWSS to determine whether a four wheel drive vehicle is required.

INCLUSIONS / EXCLUSIONS**Includes**

Meals
Education
Simulated Exercises
Utilizing Skills in Actual Setting
Keepsake
Equipment/Supplies
Experienced and Qualified Instructors

Includes for Overnight Stays Only

Camping Accommodations
Entertainment

Excludes

Travel costs to the adventure location.
Personal effects, such as clothing, extra blankets, pillows, toiletries, comfort items.

Available for Purchase

Shuttle transportation to camp site for a cost (see Transportation above).

DISCLAIMER

Every attempt will be made to adhere to the scheduled itinerary; however, itineraries described within these pages are suggested guidelines only. OWSS reserves the right to alter any itinerary described within these pages for the purpose of safety or professional operation of said tour. Any additional expense incurred due to the altered itinerary will be at the sole expense of the trip participant (*i.e.*, non-refundable airline tickets, rental cars, hotel reservations, etc). OWSS assumes no liability whatsoever for delays, inconveniences, accidents, expenses or mishaps of any kind resulting entirely, or in part, from the negligence of others or from causes beyond their control. Participants acknowledge and willingly accept the possibility of unexpected changes to our route and/or itinerary.

LEVELS OF DIFFICULTY AND FITNESS

Our Adventures require no previous experience but a certain level of fitness is required, which are indicated in the Registration Form Package descriptions. Required levels of fitness are indicated as Low, Moderate and High and are further described on the Medical Release and Health History form. Please contact us if you have any questions concerning fitness levels.

PRIVACY

Privacy is very important to Old Ways Survival School ("OWSS"). We are committed to protecting the information you provide to us. If you have any questions or you feel we have not addressed your concerns, please feel free to contact us.

What Information We Collect About You

Information Provided Directly to Us. OWSS collects information we need to provide our adventure services to you. To complete trip reservations, we generally collect your name, address, phone number, e-mail address, credit card information and certain other types of Personally Identifiable Information ("PII"). In the reservation process and during the course of providing adventure travel services to you, we may collect additional PII, such as your dietary requirements, travel preferences, medical conditions that may require the special attention of our employees during trips, and similar information.

We also receive PII when you request a catalog, subscribe to our e-mail list, or provide feedback through our website or by other means (such as by e-mail, telephone or regular mail). This PII may include additional types of information (such as the types of adventure vacations that you indicate would be of interest to you).

Children's Data. Customers of OWSS must be 18 years of age or older. We never knowingly target or collect PII directly from children. Any PII concerning children under 18 years of age necessary for adventure vacation reservations or other services is collected from the parents or legal guardians of such children.

Website Usage Tracking. In order to ensure that our website is as useful as possible, OWSS may collect and retain details concerning visits to the website. The purpose of such collection is to analyze details about our website users' activities so that we can track the number of visits to our site, how many times each page is accessed, the paths visitors take to access various pages and other usage details. Whenever you access our website, our servers document the pages visited, partners' websites visited and certain information about your computer, including your IP (Internet Protocol) address, operating system, web browser information and screen resolution. Each time you access the Internet, your computer is automatically assigned an IP address by your ISP (Internet Service Provider) or network. When you visit pages on the OWSS website, our servers record your IP address in a log. These logs are then used for system administration (such as site usage reporting and analysis) so we can constantly improve the content we provide. We will not use your IP address or website usage information for marketing purposes.

Cookies. OWSS website does not currently employ "cookies."

How We Use The Information Provide To Us

We will use the PII you provide to: Make reservations and plan trips for you; Send our brochure to you; Place you on our newsletter subscription list; Send e-mail notifications of special promotions, including surveys; Respond to your questions or suggestions; Improve the quality of our website.

Service Providers. Some of the services we offer require us to share your PII with service providers we use to provide our services to you (for example, lodging and other accommodation providers used on our adventure trips will require certain of your PII). In order to provide these services to you, we must share certain PII about you with these providers. We may also disclose your PII to third parties that indirectly allow us to provide services to you. For example, our web hosting provider may have access to PII transmitted through our website.

Promotions, Travel Opportunity Notifications, etc. As an OWSS customer, you can receive mailings and/or e-mails about special promotions, surveys, adventure vacation information, or other services of OWSS or its partners. You may opt-out of receiving such mailings and/or e-mails at any time by sending an e-mail to info@owss.org; writing to OWSS, PO Box 504, Victor, MT 59875; or calling 406-546-6993.

Marketing Communications. In addition to the mailings and/or e-mails described above that are sent to OWSS customers or at the request of interested persons, we may send mailings and/or e-mails advertising our services to people who have not requested it. For example, a user of our website may request that we send our catalog or our e-mail newsletter to a friend. Each such mailing or e-mail (other than one-time mailings) will include simple instructions should you decide do not wish to receive mailings or e-mail from us. If at any time you request to be removed from our mailing list, no further mailings or e-mails will be sent to you once your request for removal has been processed.

Customer Support. We will use your e-mail address or telephone number to respond to you should you encounter and report a problem with our services or our website.

No Third-Party Marketing. Other than disclosing information you provide to us to utilize the resources of service providers, we do not disclose your PII to third parties. Occasionally, we may send summary data pertaining to all of our customers to third parties in order to enhance the services we make available to you, but the summary information does not include any information that can personally be traced to you.

Our Obligations. OWSS may be required by law to disclose PII you have provided to us. OWSS may also disclose PII pertaining to someone who poses a threat to OWSS' interests (such as fraudulent member activities) or whose activities could harm others.

Other Uses of PII. Should OWSS have a need to use your PII for a purpose other than those stated here, we will request your permission before doing so.

How You Can Control and Update Your Information

Should your e-mail address change, or if you would like to review, amend or correct other information in our files, you can e-mail us at info@owss.org; write to OWSS, PO Box 504, Victor, MT 59875; or call 406-546-6993.

In the future, OWSS may incorporate new technologies as they evolve to ensure a reasonable level of protection at all times.

Links to Other Sites

The OWSS website provides hyperlinks to third parties' websites that provide additional services and information. OWSS' privacy policy cannot and does not apply to external websites. Once you depart the OWSS website, you are subject to the third party's privacy policies and procedures. Because OWSS has no control over third parties, you should consult each website's privacy policy before providing any PII. However, we invite you to contact us if you have concerns about privacy policies of sites linked on the OWSS website.

Where You Can Obtain Additional Information

This policy is effective as of September 1, 2009. OWSS reserves the right to change this privacy policy at any time by the posting of a modified version on its website and/or mailing the modified version to its customers. OWSS is intended for use only by U.S. residents 18 years of age or older. OWSS reserves the right to transfer PII to a buyer in connection with a sale of stock or assets, merger or any other transaction resulting in a change of control of OWSS. Of course, that buyer will have to honor the promises of privacy that we have made to you.

PROPRIETARY RIGHTS, TRADEMARKS, SERVICE MARKS, COPYRIGHT

Unless otherwise noted, all of the materials, information, and writings contained herein, as well as the organization and layout of the website, are owned by and are the copyrighted materials of Old Ways Survival School ("OWSS"). Such materials, information, and/or writings may be printed or downloaded for your personal use only. Any copying, reproduction or editing by mechanical, electronic or any other means of the material, information, and writings, whether in whole or in part, for distribution or for the use of anyone other than yourself is expressly forbidden without the prior written consent of OWSS. Certain names, logos, phrases, and/or artwork contained herein and in the website are trademarks or service marks of OWSS. Any reproduction of such trademarks, in whole or in part, without prior written permission of OWSS, is strictly forbidden.

All participants and parents or legal guardians must sign the above Booking / Reservation form after reading this entire document.

INITIAL HERE agreeing that you have read and understand the Policies, Terms, Conditions.