



Moonshadow Learning Services, Inc.

Olivet Church Road
Whittier, NC 28789

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email: office@moonshadow.net

Type of Workshop _____ Dates of Workshop _____

Applicant Information:

1. Name: _____ Social Security # _____

Sex _____ Date of Birth: _____

2. Do you have health/accident insurance? no yes If yes, name and address of company:

Medical Information: This information will be kept in confidence by Moonshadow Services and only shared with your permission.

3. Do you have any limitations, health disabilities or handicaps (temporary or permanent)? no yes
If yes, identify and explain: _____

4. Are you currently taking medication (prescribed or otherwise. e.g. cold medicine)? no yes If yes,
List medication(s), and what condition it is for: _____

5.a. Do you have any allergies, reactions to medications, any other medical limitations? no yes If yes,
identify and explain: _____

b. Are you allergic to bee/wasp stings? no yes

6. Do you have any of the following symptoms/conditions? Circle yes or no and describe below.

- | | |
|---|---------|
| a. Do you have any history of heart disease, or heart attack? | yes/ no |
| b. Do you have high blood pressure or any history of high blood pressure? | yes/ no |
| c. Do you have any of the following symptoms: chest pain/pressure,
heart palpitations, heart murmur? | yes/ no |
| a. Have you ever had a stroke? | yes/ no |
| b. Do you have diabetes? | yes/ no |
| c. Is there a history of heart disease in your family? | yes/ no |
| d. If you circled yes to any of the above in # 6 a-f, identify the issue and describe below: | |

Attach additional sheets if necessary to describe further issues under # 6.

1. Describe briefly your use of the following:

Tobacco: packs per day How long used Date Quit

1. Please describe your exercise routine and general level of fitness:

Check the appropriate box: I exercise vigorously (brisk walk pace or faster) --

Once a week on average for twenty minutes

Three times or more per week on average for twenty minutes or more each time.

PARTICIPANT AGREEMENT, RELEASE, AND AKNOWLEDGEMENT OF RISK

In consideration of the services of Moonshadow Learning Services, Inc., 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 "MLS), I hereby agree to release, indemnify, and discharge MLS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as canoeing, ropes or challenge courses, hiking, camping, backpacking and/or mountain biking entails 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: Slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia (heat related illnesses), heat exhaustion), sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life, equipment failure; and improper lifting or carrying.

Furthermore MLS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participants' fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MLS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MLSs' equipment of facilities, **including any such claims which allege negligent acts or omissions of MLS.**
3. Should M.L.S. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against MLS, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that of any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing his document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MLS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____
Address: _____
Phone: _____ Date: _____

PARENTS' OR GUARDIANS ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minors' name) ("Minor") being permitted by MLS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MLS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____