

Eagle's Nest Foundation
OA 30th Reunion - April 26th, 2025

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Eagle's Nest Foundation, 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 ("ENF")), I hereby agree to release and discharge ENF on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand that I must abide by ENF regulations and that possession or use of tobacco, drugs, or controlled substances not prescribed by a physician on ENF property or during ENF programs is prohibited. I also understand that if I fail to adhere to these policies, and am asked to leave the program as a result, I should not necessarily expect to be able to return to any future Eagle's Nest programs.
2. I understand that ENF reserves the right to dismiss from the program any participant who breaks Eagle's Nest policies or whose presence threatens the best interest of the Foundation.
3. I acknowledge that participation in ENF Representatives and Trustees Weekend entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, my child, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of activities.
4. I expressly agree and promise to accept and assume all of the inherent risks existing in this event and its activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ENF from any and all claims, demands, or causes of action, which arise out of the risks inherent in this event and its activities and my use of ENF equipment or facilities.
6. In the event of a dispute with, or any type of claim whatsoever against Eagle's Nest Foundation, Eagle's Nest Camp, Hante Adventures, or any agent or employee thereof, I agree that the sole and exclusive proper venue for any lawsuit related to such dispute is in Transylvania County, North Carolina. Any suit filed outside of Transylvania County, North Carolina is subject to dismissal with the costs, including reasonable attorney's fee, taxed against the Plaintiff.
7. Should ENF 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.
8. I certify that I have adequate insurance to cover any damage I may suffer arising out of the risks inherent in this activity. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
9. I give ENF permission to administer medical treatment in the event of injury to my person during this event.

By signing this document, I acknowledge that if I am or my child is hurt, or property is damaged during my participation in this activity, I waive my right to maintain a lawsuit against ENF on the basis of any claim from which I have released them herein.