THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY SAINTS

Permission and Medical Release Form

Complete this form separately for each event or activity involving special considerations (see *Handbook 2: Administering the Church* [2010], 13.6.20), an overnight stay, or travel outside the local area.

Event Details (to be filled out by event planner)

Event	Date(s) of event
2023 Trek - Highland Utah West Stake	June 5-7, 2023

Describe event and activities (please be specific).

Reenactment of a pioneer trek at Hardware Ranch in Blacksmith Fork Canyon near Hyrum, Utah.

Ward	Stake
	Highland Utah West Stake

Event or activity leader	Event or activity leader's phone number	Event or activity leader's email

Participant Information

Participant	Date of birth	Age

Primary telephone number	Secondary telephone number
☐ Home ☐ Cell ☐ Work	☐ Home ☐ Cell ☐ Work

Address	City	State/province

Emergency contact (parent or guardian)	Primary telephone number	Secondary telephone number
	☐ Home ☐ Cell ☐ Work	☐ Home ☐ Cell ☐ Work

Medical Information

Does the participant require a special diet?	If yes, please explain the dietary restrictions.
☐ Yes ☐ No	
Does the participant have any allergies?	If yes, please list the allergies.
☐ Yes ☐ No	
Is the participant taking any medication or over-the-counter (OTC) drugs?	If yes, can the participant self-administer his or her medication?
☐ Yes ☐ No	☐ Yes ☐ No If no, please contact the event or activity leader directly.

List all prescription or over-the-counter (OTC) medications the participant is taking

Physical Conditions That Limit Activity

Does the participant have a chronic or recurring illness?	If yes, please explain.
☐ Yes ☐ No	
Has the participant had surgery or a serious illness in the past year?	If yes, please explain.
☐ Yes ☐ No	

Identify any other limits, restrictions, or disabilities that could prevent the participant from fully participating in the event or activity (attach additional pages if needed)

Other Accommodations or Special Needs

Identify any other needs or considerations the participant has that the event or activity planner should be aware of (attach additional pages if needed).

Permission

I give permission for my child/youth to participate in the event and activities listed above (unless noted) and authorize the adult leaders supervising this event to administer emergency treatment to the above-named participant for any accident or illness and to act in my stead in approving necessary medical care. This authorization shall cover this event and travel to and from this event.

The participant is responsible for his or her own conduct and is aware of and agrees to abide by Church standards, camp, or event safety rules and other pertinent instructions. Participants' conduct and interactions should abide by Church standards and exemplify Christlike behavior.

Parents and participants should understand that participation in an activity is not a right but a privilege that can be revoked if they behave inappropriately or if they pose a risk to themselves or others.

Participant's signature	Date

Parent or guardian's signature (if necessary)	Date

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Physician Clearance Form

This form must be completed and signed by a physician for any participant who answered “yes” to any of the medical, physical, or mental health conditions listed on the previous "Permission and Medical Release Form".

You will not be allowed to participate in Trek if this form is not submitted and signed by a physician.

The physician approval and signature must be within 6 weeks of participation.

IF YOU PREVIOUSLY ANSWERED "NO" TO ALL OF THE MEDICAL, PHYSICAL, AND MENTAL HEALTH CONDITIONS, THIS FORM IS NOT REQUIRED...SKIP TO THE NEXT PAGE.

Participant Name: _____ Participant date of birth: _____

Dear Physician:
The above named patient will be participating in a Pioneer Trek experience requiring 3 days of hiking from 4-9 miles a day in wilderness terrain. Ample food and water plus basic medical support will be available. They have indicated that they have a medical history that may be of some concern. Please know this will be a strenuous activity. Please review the medical condition(s) with the patient and submit your general appraisal regarding their participation.

( ) APPROVAL: In my opinion, the patient’s medical condition(s) are not incompatible with this activity.

( ) DISAPPROVAL: This patient has medical conditions which constitute unacceptable risks to their health by participation in this activity.

( ) LIMITED APPROVAL: This patient may participate subject to the limitations listed below . I understand that ALL participants will be required to perform the hiking portion of this experience.

Condition(s):

_____

_____

_____

_____

Recommendation(s)/Restriction(s):

_____

_____

_____

_____

Physician Name (please print) _____

Physician Signature:_____ Date _____

Rules of the Trek

AMERICAN WEST HERITAGE CENTER
Experience it!

Please read through the rules carefully and have each trekker sign the Rules Agreement Form.

Handcarts

- Only 2 persons pulling on the handcart handle (more can pull from the rope and many more can push from behind)
- No sitting on or riding in handcart
- Please do not drop the handcart handle when resting or stopping
- One handcart at a time up hills and down steep terrain.
- Balance your load - keep the majority of the weight over the wheels' axel
- Do not carve anything into the handcarts (your name, your family name, etc.)
- NO RUNNING
- **No going barefoot and no open toed shoes**

We recognize that regular wear and tear is going to occur during the trek, but any damage caused to the handcarts beyond regular use will result in a repair fee. This fee will be charged to the entire group. Please take care of these replicas as though they were your own.

Campsites

- Tent camping only, must bring own tents
- All campers must camp in designated areas with their families
- Campfires are permitted in the fire rings provided – these must be extinguished before going to bed. We follow seasonal orders of the State Fire Marshall.
- Please use firewood provided, no firewood collecting is permitted (Fire restrictions may apply)
- No bathing, brushing teeth or washing (dishes) in the rivers, streams or standing water
- Stay off the fences
- Stay on main trails in the campsites to keep the impact on the area to a minimum
- Place all garbage and waste in designated bags or cans
- All human waste must be hauled out in the porta-potties – please do not dig holes and bury waste.

Portable Toilets (restrooms)

- **Please do not put trash in the toilets** – only human waste, toilet paper. Brown bags and garbage bags are provided to dispose of feminine hygiene products properly. (Extra charges due to neglect of this policy will be forwarded to the Company)
- No vandalism or graffiti on the interior or exterior
- Leave them cleaner than you found them – wipe the seat with the sanitizer provided and pick up any toilet paper from the floor.

General Rules

- Do not leave the group, wait until everyone is ready to trek.
- Use the buddy system – do not go anywhere all alone.
- Do not feed the wildlife, pick flowers, or wander off the designated trail.
- Do not climb on rocks or destroy natural habitat.
- Do not drink water from creek.
- Leave snakes alone! Report snake sightings to leadership.

Rules Agreement Form

American West Heritage Center
4025 S. Hwy 89-91
Wellsville, Utah 84339
435-245-6050
http://www.awhc.org

I, _____ have read over all the Trek rules in regards to the American West Heritage Center's *Willie Handcart Experiences* and fully understand and agree to abide by these rules. I understand that my failure to do so may terminate my opportunity to complete the Trek.

_____ _____
Signature of participant Date

_____ _____
Signature of parent or legal guardian Date
(If participant is under age 18)

_____
Parent or Legal Guardian's Printed Name

Insurance and Emergency Contact Form



American West Heritage Center
4025 S. Hwy 89-91
Wellsville, Utah 84339
435-245-6050
http://www.awhc.org

Please fill this form out completely. If you have not authorized us to give you first aid and medical attention YOU MUST FILL IN SECONDARY CONTACT INFORMATION.

In case of an emergency contact:

_____ _____
Emergency contact's first and last names (PRINT) Phone Number

_____
Cell Number

In the event that we cannot contact your Emergency contact person please give us the name and number of a secondary person to contact.

_____ _____
Secondary emergency contact's first and last names (PRINT) Phone Number

_____
Cell Number

Please list your health insurance information – this will only be used if transported to a hospital.

_____
Heath/Medical Insurance Company and Address

_____
Policy Number

IMPORTANT: All sections of this document must be filled out completely and accurately or the participant may be denied participation in the *Willie Handcart Experience*.

Statement of Consent to Receive First Aid and Medical Treatment & Statement of Medical Condition

American West Heritage Center
4025 S. Hwy 89-91
Wellsville, Utah 84339
435-245-6050
http://www.awhc.org

Statement of Consent to Receive First Aid and Medical Treatment

1. I, _____ hereby authorize a staff member to provide emergency first aid to me, in the event of an accident or emergency that renders me unable to communicate while participating in the American West Heritage Center's *Willie Handcart Experience*.

2. I hereby authorize a staff member to transport me to a medical facility if I am injured during the American West Heritage Center's *Willie Handcart Experience*.

3. I hereby give my consent to receive medical care, surgery, and/or anesthesia from a physician or surgeon in the event of an accident or emergency that renders me unable to communicate while participating in the American West Heritage Center's *Willie Handcart Experience.*

Statement of Medical Condition

I, _____ have listed below any prescribed medications I may take during the American West Heritage Center's *Willie Handcart Experience*. I have also listed all my known allergies and medical or physical conditions.

Prescribed Medications*: _____

Allergies and Medical or physical conditions*: _____

_____

*If there are none, please write NONE.

_____ _____
Signature of participant Date

_____ _____
Signature of parent or legal guardian Date
(If participant is under age 18)

_____
Parent or Legal Guardian's Printed Name

PARTICIPANT'S NAME: _____

AMERICAN WEST HERITAGE CENTER
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RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") at **THE AMERICAN HERITAGE WEST CENTER** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant's participation in the Programs or the use of any equipment provided by the Host ("Equipment"). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct;

2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;

3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment, including while receiving instruction and/or training; and

4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

Arbitration

The Participant, and the Participant's parent(s) or legal guardian(s), if Participant is a minor, hereby agrees to submit any dispute arising from participation in the Programs, for which Participant intends to seek damages in excess of $75,000.00, to binding arbitration. Submission shall be unlimited. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. The neutral arbitrator shall be an officer or director of any entity that operates a **Living History Themed Park** in the United States. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for **Wellsville, UT**, utilizing the selection criteria for the neutral as set forth above. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in the county and state in which the Programs occurred and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. In the event that Participant, or the Participant's parent(s) or legal guardian(s), if Participant is a minor, files a lawsuit in any court relating to, and/or arising from, Participant's participation in the Programs, Participant and/or Participant's parent(s) or legal guardian(s), by signing this document, stipulate to a cap on Participant's damages of $75,000.00, exclusive of interest and costs. As a threshold matter, the Panel, or the Court (if a lawsuit is filed), shall confirm whether the Waiver and Release contained in this Agreement are enforceable under applicable law.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature:_____ Date:_____

Parent/Guardian Signature:_____ Date:_____

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