



Waiver of Liability, Assumption of Risk & Indemnity Agreement

Waiver: In consideration of being permitted to participate in:

Costa Rica Mountainside Alumni Trip – May 7 2017 through May 14 2017
Various locations within Costa Rica

Hereinafter called “The Activity,” I also agree, on behalf of myself, my heirs, executors, personal representatives or assigns **do hereby release, waive, and discharge** Mountainside Treatment Center, its officers, employees, and agents from liability **from any and all claims including the negligence of Mountainside Treatment Center, its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

This agreement confirms my understanding of the following:

1. Risks of International Travel. I understand that participation in international travel involves risks. These include without limitation risks involved in traveling to and within, and returning from, international locations; foreign political, legal, medical, social and economic conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; and local weather conditions. The country or countries to which I will travel may have health and safety standards substantially below those enjoyed in the United States, and I recognize that I may be subjected to potential risks, illnesses, injuries and even death. I have made my own investigation of these risks, understand these risks and assume them knowingly and willingly. I acknowledge that I am solely responsible for any legal problems I encounter with any foreign nationals or government and that Mountainside Treatment Center has no obligation to provide any assistance under such circumstances. I understand and agree that if, during my participation Mountainside learns that I am experiencing serious health problems, have suffered an injury, or am otherwise in a situation that raises significant health and safety concerns, then Mountainside may contact my parents or any other person whose name I have provided as my “emergency contact.”

I also acknowledge that in traveling in cities abroad, I may experience problems associated with urban living, including increased crime, pollution, high population density or standards of living and health standards that are not equivalent to life in the United States. I will take every precaution to safeguard my health and to protect my personal belongings from damage or theft. I acknowledge that Mountainside Treatment Center recommends that I never travel alone, particularly at night. Being alone, especially at night, may present additional danger to my safety and well-being.

I have carefully identified reviewed and considered the risks of travel to my destination(s) including reading the most recent relevant U.S. State Department, Centers for Disease Control, and World Health Organization Travel Warning(s) available on-line. I understand that my proposed travel will take me through areas where the United States Department of State may have issued a Travel Warning. (available on the State Department website at <http://travel.state.gov>).



2. Health Insurance; Medical Care; Health and Safety Concerns. I understand that I am responsible for obtaining any recommended immunizations before traveling to my destination. I carry valid and current medical insurance and have a valid insurance identity card to bring. I have determined that this insurance is adequate to cover injuries or illnesses that I may sustain while participating in the Mountainside Treatment Center trip. I will be solely responsible for payment in full of all costs of medical care I may receive overseas.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree, on behalf of myself, my heirs, executors, personal representatives or assigns to INDEMNIFY AND HOLD Mountainside Treatment Center, its affiliates, subsidiaries and parent companies, as well as its officers, directors agents and employees, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse Mountainside for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that any provision not held invalid shall continue in full legal force.

Photos Release : I understand that by participating in the Mountainside Trip to Costa Rica that I consent to photography, audio/ video recording and its/their release, publication, or reproduction to be used for promotional purposes, advertising, inclusion on websites, social media, or any other purpose by Mountainside Treatment Center and its affiliates and representatives. Images, photos and/or videos may be used to promote similar Mountainside Treatment Center events in the future, highlight the event and exhibit the capabilities of Mountainside Treatment Center. I release Mountainside Treatment Center, its officers, affiliates, representatives and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings.

Mountainside Treatment Center and its affiliates and representatives and its do not have any control and will not be held responsible for guests who may take photos, audio or video recordings, or that may post these images to their personal social media accounts.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial rights.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of liability** to the greatest extent allowed bylaw.

Printed Name

Signature

Date