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**North Florida Survival (NFS) Waiver & Questionnaire**

IMPORTANT! I understand that if I experience changes to my medical background between completing this form and the start of my NFS course, that I will contact the NFS office with these changes so that my medical forms can be updated.

***\*NOTE that there are no refunds if you cancel within 30 days of your course date.***

Initial:

Course / Date: Email:

Name: Phone #:

Occupation: Birthdate: Age:

Gender: Height: Weight: Current State of Residence:

Physicians Name and Phone Number:

In Case of Emergency Contact: Phone:

**Please answer the following questions regarding your health history, known medical conditions and physical fitness level. This basic information is requested to ensure your ability to participate and have the information on hand for first responders in case of emergency. The information collected is private and will not be shared with any third party.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Mark the appropriate boxes:** | **Never Had** | **Have Had** | **Presently Have** | **Family History** |
| Heart Disease |  |  |  |  |
| Chest Pain w/ Exertion |  |  |  |  |
| Difficulty Breathing |  |  |  |  |
| High Blood Pressure |  |  |  |  |
| Low Blood Pressure |  |  |  |  |
| Pulmonary Lung Disease |  |  |  |  |
| Diabetes |  |  |  |  |
| Epilepsy |  |  |  |  |
| Thyroid Disease |  |  |  |  |
| Hypoglycemia |  |  |  |  |
| Asthma |  |  |  |  |
| Arthritis |  |  |  |  |
| Persistent Headaches |  |  |  |  |
| Dizzy Spells |  |  |  |  |
| Bursitis |  |  |  |  |
| Varicose Veins |  |  |  |  |
| Obesity |  |  |  |  |
| Allergies |  |  |  |  |
| Bulimia |  |  |  |  |
| Anorexia Nervosa |  |  |  |  |
| Other: |  |  |  |  |

List any muscle injuries and include dates of injuries:

List any bone or joint injuries and dates of injuries:

List any muscle, bone, or join pain you are presently experiencing:

Specify any medications you are presently taking:

Specify any activities you have been advised by a physician to avoid:

Specify any activities about which you must be cautious:

Do you smoke? Yes No If yes, how much?

Are you pregnant or have you had a baby within the last 6 months? Yes No

Do you have any other health conditions that might limit your participation in this course?

How would you best describe your level of physical fitness right now?

Unfit Below Average Average Above Average

How often do you engage in at least 30 minutes of physical activity?

Less than 1 day/week 1-2 days/ week 3-4 days/week 5-7 days/week

What level would best describe the intensity of your physical activity/exercise program?

Low Moderate Vigorous

Briefly describe why you signed up for this course:

*I am aware that the very nature of participation in this activity carries with it an inherent risk of injury and/or death. I understand that the dangers and risks of participating in these activities include, but are in no way limited to, heart attacks, strokes, injury to bones, joints, ligaments, tendons, muscles and other aspects of the muscular skeletal system, and injury or impairment to other aspects of my body and general health and well-being. I understand that prior to any and all physical activity, a physical examination is recommended by a qualified health care provider. I voluntarily assume and accept these risks as stated above and on the “Acknowledgement of Risk” and “Representation of Physical Condition and Medical Consent” forms provided by NFS. I am aware that this form and the forms listed above are legal documents, and I have answered truthfully in all areas.*

Signature: Date:

**REPRESENTATION OF PHYSICAL CONDITION AND MEDICAL CONSENT**

I attest and verify that I have no physical impairment or defect, whether latent or apparent, that should preclude my participation in this activity. I further attest and verify that I am physically fit, capable of participating in this activity, and have sufficiently trained for completion of this activity.

Name:

Please identify and describe any conditions, prior injuries, missing body parts, current

medications, or allergies (to food, drugs, insect bites, plants, animals, etc.) which may limit

participation or be used to help instructors, guides or other medical personnel respond to an

emergency. The facts you disclose will remain confidential. If none, write "NONE".

The information I have provided is true to the best of my knowledge.

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I understand and acknowledge that no medical benefits will be provided me during any activities. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while preparing for, participating in, and traveling to and from activities and to cover bodily injury or property damage that I might cause to any third party. If I have no insurance, I certify that I am capable of personally paying for any and all

such expenses or liability.

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I understand and acknowledge that using alcohol, tobacco, and drugs are prohibited during all NFS, LLC activities.

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I hereby give my consent to the instructor(s) or guide(s) to secure, as they see fit and at my

expense, rescue services and the administration of medical treatment or personal medication(s) in

case of an emergency, and do further agree to the performance of such treatment, anesthetics and

operations as in the opinion of the attending physician is deemed necessary.

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IN CASE OF EMERGENCY, CONTACT:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Night Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHOTO RELEASE**

I give, without cost, to Steven Claytor and NFS, LLC full rights and license to use

all photo/video images of me obtained during this activity for marketing/media purposes.

Initial: \_\_\_\_\_\_\_\_\_\_

**AGREEMENT FOR PARTICIPANTS AND/OR VOLUNTEERS ACKNOWLEDGMENT OF RISK**

(Including assumption of risks and agreements of Release and Indemnity)

Please review this document carefully before signing. It contains important information about the programs of the North Florida Survival, LLC and affects the legal rights of participants in the event of an injury or other loss. All students, volunteers and guests (hereafter “Participants”) sixteen (16) years of age and older must sign this document. If the Participant is a minor – under eighteen (18) years of age – a parent or legal guardian (together “Parent”) of that minor must also sign, for themselves, and on behalf of the minor.

North Florida Survival, LLC is a Florida instructional school which does business under the name "North Florida Survival, LLC". As used in this document, the words "North Florida Survival, LLC" or “NFS, LLC” mean the business and any other entity against which vicarious liability might be asserted, as stated in this document or otherwise, as well as the directors, owners, instructors, guides and other employees and agents of North Florida Survival, LLC, (hereafter “NFS, LLC”).

**ACKNOWLEDGMENT OF RISK**

Although NFS, LLC has taken certain steps to provide Participants with equipment and instructor(s) so they may enjoy an activity for which they may not be skilled, we wish to remind Participants, field courses are not without risk. The activities of NFS, LLC include risks. Certain of these risks are inherent – that is, they cannot be eliminated without destroying the unique character of the activities. Participant understands that these risks and others may contribute to loss of or damage to their equipment, accidental injury or illness, permanent trauma or death. We do not want to frighten Participants or reduce their enthusiasm for field activities, but we do think it is important for them to know in advance what to expect and to be informed of the inherent risks.

*Among these risks include:*

1. The nature of the activity itself (risks of the activity, unknown variables in nature,

weather, human nature, survival training, outdoor temperature variations, etc.);

2. The acts or omissions, negligent in any degree, of NFS, LLC it's agents or employees, and other

persons or entities;

3. Latent or apparent defects or conditions in any and all equipment, including vehicles and

buildings, supplied by NFS, LLC or other persons or entities;

4. Use or operation, by myself or others, of any equipment supplied by NFS, LLC or other persons

or entities;

5. Acts of other participants in this activity, employees and agents of NFS, LLC or other persons;

6. Adverse weather conditions: risk of exposure and injury due to severe weather such as sun,

sudden storms, strong winds, sleet, ice, floods, rocks, trees or falling limbs, thunder and

lightning, "white outs" resulting in reduced visibility, and/or extreme hot or cold temperatures

resulting in heat induced illness or hypothermia and possibly frostbite;

7. Ingestion and/or contact with harmful plants or animals; danger from rattlesnakes, bears, boars, spiders,

mosquitoes, ticks or other wild or domestic animals, danger from poison ivy, poison oak, cactus,

agave;

8. Injury from metal, stone or bone cutting, sawing or chopping tools.

9. My own physical and psychological condition, known or unknown, or my own acts or omissions;

10. Condition of roads, trails, waterways or back country terrain in general, and accidents and

hazards connected with their use; travel to and from course sites in NFS, LLC vehicles

involving driver error or other drivers on the road, the possibility of hitting animals (such as

deer, elk, or cattle), especially at night, travel along steep, unimproved roads in remote areas

where medical or other assistance can be hours or days away, unfavorable driving conditions

such as snow, fog, ice, rain, and the possibility of theft of personal property;

11. First-aid, emergency treatment, or other services rendered in remote locations or otherwise, the

risk of exposure to airborne, food borne, and/or water borne viruses, bacteria, parasites, protozoa

or other illnesses, the risk of infection of wounds, blisters, and burns;

12. Consumption of any food or drink (store bought fish, native fish, aquatic wildlife such as clams

and crayfish, wild game, wild plants, outdoor water sources above or below ground, NFS, LLC

supplied food or otherwise);

13. Cooking / fires: risk of stove malfunction, fire, and explosion with any type of stove or fuel, open

fires, risk of burns due to hot utensils, hot food, hot water, sparks, exploding heated rocks, and

steam;

14. Cross-country travel and activities: the risk of twisting, spraining, falling and breaking body

parts, poorly maintained trails or no trails at all, with downed timber, snow, ice, brush, vines,

boulder fields, loose rock, and other uneven, unstable, or unpredictable terrain, exposure to large

drop-offs on edge of trail due to cliffs, high mountain passes, getting lost, disoriented, separated

from others for unforeseen amounts of time, the risk of head injury on rocks, tree limbs, and

other obstacles, loose slopes (such as scree slopes), rock fall, avalanches, falling branches with

or without wind, risk of snow shelters collapsing, risk of stream and river crossings, risk of

falling in or swimming in lakes or rivers (including drowning).

**Initial: \_\_\_\_\_\_\_**

I, adult or minor Participant and Parent of a minor Participant:

Understands and acknowledges that the above list is not complete or exhaustive, and that other

risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in

injury, death, illness or disease, or damage to Participants property or to spectators or third parties.

Participant may also engage in other activities, organized or not, and authorized and supervised or not,

which may cause injury and other loss. It is fully understood that NFS, LLC cannot and does not

guarantee Participants personal safety during this activity. Participation in this activity is purely

voluntary, no one is forcing Participant to engage in any activity, and Participant elects to participate in

spite of the risks, known or unknown.

**Initial: \_\_\_\_\_\_\_**

I certify that I am fully capable of participating in this activity; physically, mentally, and emotionally. Therefore, I assume full responsibility for myself, for bodily injury, death, and loss from

personal negligence or otherwise in participating in this activity. I agree to hold NFS, LLC, and all its

officers; agents, employees, and guides free from liability in the event I suffer personal/property injury

or damage as a result of participating in this activity. Should NFS, LLC or anyone acting on their

behalf, be required to incur attorney's fees to enforce this agreement, I agree to indemnify and hold them

harmless for all such fees and costs.

**Initial: \_\_\_\_\_\_\_\_\_**

I have carefully read, understood, accepted and signed these documents concerning the terms and

conditions stated herein and acknowledge that this agreement shall be effective and binding upon

myself, my heirs, assigns, personal representatives, estates, and for all members of my family. I

acknowledge that I am not relying on any oral, written, or visual representations or statements made by

Steven Claytor and NFS, LLC, including those made in its brochures, phone conversations, books,

blogs, Face book sites, web sites, videos, radio, television shows, or any other promotional material, to

induce me to participate in this activity.

**Initial: \_\_\_\_\_\_\_\_\_**

I acknowledge that NFS, LLC staff is and has been available, should I have questions about the

nature and physical demands of the NFS, LLC program and courses and the risks associated with them.

I understand that NFS, LLC cannot assure a Participant’s safety or eliminate the risks of the program,

and that each Participant shares in the responsibility for his or her own safety. I represent that I am

voluntarily participating, with knowledge of the risks, and can do so without causing harm to others or

myself. I assume and accept full responsibility for myself, and for any minor who accompanies me, for

the inherent or other risks (both known and unknown) of these courses and for any injury, damage,

death, or other loss resulting from those risks. If the Participant is a minor, I have discussed the activities

and their risks with him or her, and the minor understands the activities and their risks, including the fact

that certain risks cannot be anticipated, and chooses to participate nevertheless.

**Initial: \_\_\_\_\_\_\_\_\_**

I understand that NFS, LLC will engage the services of independent contractors for certain

services. NFS, LLC is not responsible for the acts or omissions of those persons or entities and will not

supervise their activities. Independent contractors may ask for releases to be signed by Participants and

Parents. NFS, LLC is not a party to those releases, and is seeking protection from in kind claims on its

own behalf by means of this Participant Agreement.

**Initial: \_\_\_\_\_\_\_\_\_**

**RELEASE AND INDEMNITY**

Except with respect to an injury or loss which occurs on public lands whose rules and regulations

may prohibit my doing so as a matter of law, I, an adult Participant, or Parent, for myself and on behalf

of the minor Participant, agree as follows:

1. To release and forever discharge NFS, LLC its officers, directors, trustees, employees, agents,

representatives and support personnel either employed by or acting under the direct supervision of

NFS, LLC (collectively “Released Parties”) from all claims, liabilities and losses asserted by or on

behalf of me or the minor Participant for any and all injury, loss or damage resulting directly or

indirectly from my or the minor Participant’s enrollment or participation in an activity of NFS, LLC or

the use of its equipment or facilities.

2. To defend, hold harmless and indemnify Released Parties from any claim and from any liability, loss,

damages or expenses (including attorneys’ fees) resulting from a claim brought by me, the minor

Participant or a member of our respective families or by any other person for loss or damage suffered by

me or the minor or caused by me or the minor in any way arising out of my or the minor Participant’s

enrollment or participation in an activity of NFS, LLC or the use of its equipment or facilities.

3. These agreements of Release and Indemnity include claims of and liabilities for the negligence of a

Released Party but not the intentional wrongs or the gross negligence of a Released Party.

**Initial: \_\_\_\_\_\_\_\_\_\_**

**OTHER PROVISIONS**

I, an adult Participant, or Parent, agree that Florida State law (without regard to its conflict of law rules) governs this document, and any dispute I or the minor Participant has with NFS, LLC or any other Released Party and all other aspects of my relationship with NFS, LLC, and that any mediation, suit or other proceeding must be filed or entered into only in Marion County, Florida. I will attempt to settle any dispute through mediation before a mutually acceptable Florida mediator. To the extent mediation does not result in a resolution the dispute will be submitted to binding arbitration through the American Arbitration Association, in Florida. I also agree to pay all costs for attorneys’ fees incurred by NFS, LLC or other Released Party in defending a claim or suit, if that claim or suit is withdrawn, or to the extent a court or arbitration determines that such party is not responsible for the injury or loss.

Any portion of this Agreement deemed unlawful or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions and those remaining provisions shall continue in full force and effect.

I have carefully read, understood, and accepted the terms and conditions of the NFS, LLC

“cancellations and refunds” policy as stated in the NFS, LLC brochure, web site, and forms.

I have carefully read, understood, and voluntarily signed this Agreement and understand

that I am surrendering certain legal rights for myself and for a minor Participant for whom I sign

below. I acknowledge that it shall be effective and binding upon me, my participating minor

student and our respective family members, heirs, executors, representatives and estates. All

Participants sixteen years of age and over, and the parent(s) or legal guardian of any minor

Participant (under 18 years of age) must sign below:

\*\*NFS Course(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Course(s) \_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*In addition to the course(s) listed above, this “Acknowledgment of Risk” agreement will apply to any

additional NFS, LLC course(s) I may enroll in within the 2018 calendar year.

Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of this signing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If under 18 years of age, signature of parent or guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NFS, LLC Course Contraband Agreement**

It is important that you closely follow the gear list for all NFS courses as this list was created over decades of back-country use and experience. **\*\*IMPORTANT\*\*Tobacco products of any kind (chew/snuff, vaporizers) caffeine products such as coffee/tea or soda are not permitted on the course. We recommend breaking those habits at least a few weeks prior to the course.** Please do NOT bring cell phones, iPods or iPads/tablets, GPS, sun glasses (unless prescription “transition” lenses) wrist watches, pets, fire making devices or any other gadgets – electronic or otherwise - into the field. They can be left in your vehicle at our parking area or in the school classroom. A special note about cameras: Smart phone cameras are not allowed on NFS courses. Cameras that feature GPS stamping of images are not allowed on NFS courses. (Your camera should say “GPS” somewhere on the camera if it has this feature.) All other cameras, digital, 35 mm, disposable, etc. are welcome on NFS courses.

*Rationale: Please remember that you have signed up for an outdoor survival skills course. Having certain modern items in the wilderness erodes the course experience and doesn’t allow you and everyone else to fully disengage from concepts and comforts – real or imagined – that tie you to the modern world. Staying alive in an emergency scenario is 90 percent psychology. Thus, how we train is just as important as what we learn. Due to these and other reasons, NFS considers contraband a serious offense. At the instructor’s discretion, possessing contraband can get you kicked off a course with no refund. If in doubt about what to pack, stick to the gear list, or contact the school after you are certain your question has not been answered in the enrollment materials.*

**I have carefully read, understood, and agree to the NFS, LLC contraband agreement above.**

**Signed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*\*Course(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*In addition to the course(s) listed above, this Contraband Agreement will apply to any additional NFS, LLC course(s) I may enroll in within the 2018 calendar year.

**Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*\*Complete in full, save a copy and email to steven\_claytor@yahoo.com\*\***