



OUTWARD BOUND

PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of Outward Bound Wilderness, Inc., and its chartering organization, Outward Bound USA, Inc., and each of its respective agents, employees, officers, directors, trustees, affiliates, representatives, independent contractors, volunteers (including consulting physicians), and all other persons or entities associated with them (collectively referred to as "OB"), participant (and parent(s) or guardian(s) of a participant under the age of eighteen) acknowledge and agree as follows:

Acknowledgment and Assumption of Risks

I understand that participants and parents share the responsibility for participants' safety, for assessing the risks, and for determining the participant's suitability for the program in which he/she will participate. I have accurately completed any required OB application and medical forms and have reviewed all OB program information provided to me. I agree to obey all OB rules, regulations, and policies (or have my child obey them). I have (or my child has) no mental or physical problems or limitations that might affect my (or my child's) ability to participate that have not been disclosed to OB in writing. I have had the opportunity to ask questions about the program activities and the risks of the program in which I (or my child) will participate.

I understand and acknowledge that the program(s) in which I (or my child) will participate has risks and it is impossible to anticipate every activity in which I (or my child) will engage. The activities will depend on the program and may be physically strenuous. These activities may be instructional, educational, or adventurous and may include but are not limited to: hiking, backpacking, skiing and/or snowshoeing (on and off trail); camping, including cooking over stoves, open fires or by other means; ropes and/or challenge courses (traversing ropes suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities); physical problem-solving activities; rock, wall or tower climbing; water activities including flat and white water boating, rafting, canoeing, kayaking, sailing, and swimming; mountain biking; mountaineering (snow, glacier and ice travel at high altitude); horseback riding; vehicle travel and travel by public, chartered or other conveyance; rescue scenarios (real or simulated); community and other service projects; jogging, walking and stair climbing. I understand that I (or my child) may engage in other activities not listed above. Activities may take place in the United States or in foreign countries and may be scheduled or unscheduled, planned or unplanned, mandatory or optional, supervised or unsupervised. In particular, participants may have time alone in remote areas. The planned program may be modified for any number of reasons, including convenience, weather, emergencies or unexpected conditions. I have (or my child has) the option to decline to participate in any activity.

It is impossible to know or list every risk associated with every activity. Some, but not all, of the risks I (or my child) may encounter include: unpredictable or harsh weather; lightning; exposure to high altitude, avalanches and rock fall; rapidly moving water including whitewater and rough seas; drowning; wild animals and marine life; disease carrying or poisonous insects, animals and marine life; improper or malfunctioning equipment; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; being separated from other participants and leaders for considerable periods; physical contact with other participants; and other natural or man-made hazards. Another risk is the potential misjudgment by OB instructors, volunteers, other staff members, co-participants or contractors related to my (or my child's) participation, including but not limited to decisions regarding my (or my child's) physical condition and capabilities, weather, water, terrain, route or medical treatment.

I acknowledge that participating in an OB program involves inherent risks and other risks, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility and where communication, transportation, or evacuation is subject to delay. I understand that OB cannot assure my (or my child's) safety or eliminate all of these risks. I agree to assume all of the risks of the activities of my (or my child's) OB program.

Release and Indemnity Agreement

I release OB from, and agree not to sue OB for, any liability, claim, suit, or expense in any way associated with my (or my child's) participation in the OB program or the use of any equipment or facilities in the OB program. Neither I nor anyone acting on my behalf will make a claim against OB as a result of any loss, injury, damage, or death suffered by me (or my child). This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of OB to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes claims for personal injury, property damage, wrongful death, breach of contract, or any other type of suit.

Risk Acknowledgement/Photo Release

(continued from reverse side)

The release in the paragraph above shall apply to all OB activities. Where such a release is precluded by the National Park Service or some other Federal land management agency, the release shall be inapplicable ONLY as to those activities that occur on the lands controlled by those governmental agencies and only to the extent required by such governmental entities. The release shall remain in full force and effect for all activities or any portion of activities which do not transpire on the lands controlled by a governmental agency that prohibits such a release. In addition, the Acknowledgement and Assumption of Risks section and the indemnity provision in the paragraph below shall apply to all activities regardless of where they take place.

I further agree to defend and indemnify OB (to pay or reimburse OB for money it is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of a family member, a co-participant, or any other person for any claims related to my (or my child's) participation in the program.

Additional provisions

I agree that the substantive law of Colorado governs this document and any dispute or suit I have with OB (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed or entered into only in Colorado. Any claim for damage to person or property arising from my (or my child's) participation in any of the programs and activities conducted or sponsored by OB, or any controversy involving this agreement shall be resolved by binding arbitration pursuant to the then applicable rules of the American Arbitration Association. Judgment upon the arbitrator's decision may be entered and enforced in any court of competent jurisdiction. I agree to pay all attorney's fees and costs incurred by OB in defending a claim or suit if the claim or suit is withdrawn or to the extent a court or arbitration determines that OB is not liable for the injury or loss.

This document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect. OB has permission to use my (or my child's) photo, image or statements about their course for sale or reproduction in any manner it desires, including advertising or display. OB reserves the right to remove any participant from the program when staff or instructors believe, in their sole discretion, the participant presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If I am (or my child is) dismissed or departs for any reason, I will be responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

Signature Required

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

If participant is under the age of eighteen at the time this document is signed, at least one parent must sign the release in addition to the participant's signing. The parent must also sign the additional provision below.

| | | | |
|------------------------------|-------|-----------------|-----------------------|
| _____ | _____ | _____ | _____ |
| Participant signature | Date | Print name here | Date of Birth and Age |
| _____ | _____ | _____ | |
| Parent or Guardian signature | Date | Print name here | |

Parent Signature

In addition to agreeing to all the provisions above, I further agree to defend and indemnify OB (to pay or reimburse OB for money it is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of my child for any claims related to the use of equipment or facilities, the negligence of OB instructors, staff, or volunteers or my child's participation in the program.

| | | |
|------------------------------|-------|-----------------|
| _____ | _____ | _____ |
| Parent or Guardian signature | Date | Print name here |