



**OUTWARD BOUND
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and
LIABILITY RELEASE AND INDEMNITY AGREEMENT**

In consideration of the services of Outward Bound California, and its chartering organization, Outward Bound, Inc., and its affiliated Outward Bound Services Group, and Charter Schools (collectively referred to as "OB"), I acknowledge and agree as follows:

I understand the activities in which I will participate may be physically strenuous and may place unique and significant demands on the body and in particular, the cardiovascular system. The physical components combined with the mental and emotional stress of the activities may create or exacerbate a medical condition. I understand I may need to consult with a physician before participating in order to address any potential medical implications related to my health. I agree to disclose any pertinent medical history I may have with the instructors providing the activity. I understand that instructors have some first aid training but they are not physicians and therefore cannot advise me about the medical implications of participating. Therefore, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in any activity. The activities in which I will participate will vary, but, I have had the opportunity to ask questions about the risks of the activities. Activities entail both known and unanticipated risks. Many risks are inherent to the activities, which means that they cannot be changed or eliminated without altering the essential elements and quality of the activity. I acknowledge that participating in an OB program or activity involves inherent and other risks, that can cause or lead to death, injury, illness, or property damage. I understand that OB cannot assure my safety and does not seek to eliminate all of these risks in part, because they facilitate the educational and other objectives of the activity. I agree to assume all of the risks my participation in OB activities, whether inherent or not

I hereby forever release, waive and discharge OB and each of OB's respective agents, affiliates, employees, officers, directors, trustees, independent contractors, volunteers and all other persons or entities acting under their direction and control (collectively "the Released Parties") from, and agree not to pursue a claim or sue the Released Parties or any of them, for any liability, claim, or expense in any way associated with my enrollment or participation in the OB program (including claims related to the assessment of physical condition or the ability to participate) or the use of any equipment or facilities. Neither I nor anyone acting on my behalf will make a claim against the Released Parties as a result of any injury, illness, damage, death, or loss. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence, whether active or passive, of the Released Parties to the fullest extent allowed by law (but not for gross negligence) and includes claims for injury, property damage, wrongful death, breach of contract, or any other type of suit.

I further agree to defend and indemnify the Released Parties (to pay or reimburse them for money they are required to pay, including attorneys' fees and costs) for any and all claims brought by or on behalf of me, my child, a family member, personal representative, estate, heir, next of kin, assigns, a co-participant, or any other person for any claims related to my enrollment or participation in the program activities or use of equipment or facilities, including claims that the Released Parties were negligent.

I agree that the substantive law of California governs this document and any dispute or suit I may have with the Released Parties. Any mediation, suit, or other proceeding must be filed or entered into only in California. 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. OB has permission to use my photo, image or video in promoting OB, including website and internet postings.

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

I certify that I am age 18 or older (or that I am 19 or older for participants who are residents of Alabama) (or that I am 21 or older for participants who are residents of Mississippi).

Participant signature

Date

Participant name (printed): _____	Emergency Contact Name: _____
Client/School: _____	Relationship to participant: _____
Phone: _____ Email: _____	Emergency Contact Phone: _____

