



# OUTWARD BOUND

*This form includes our best attempt to translate the English version. The translation is provided for your information only. You are bound by the English version. Therefore, if you have any questions about what this form means you should consult an attorney or your own translator.*

本表格包括我们尽最大努力翻译的中文版本。翻译件仅供参考。请以英文版为准。因此，如果您对本表格有任何疑问，应咨询律师或您自己的译员。

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

## OUTWARD BOUND 参与者确认及承担风险, 与 责任免除和赔偿协议

In consideration of the services of Outward Bound California, and its chartering organization, Outward Bound, Inc., and its affiliated Outward Bound Services Group, (collectively referred to as “OB”), participant (and parent or legal guardian of a minor participant) acknowledge(s) and agree(s) as follows:

考虑到 Outward Bound California, 的服务, 及其特许组织, Outward Bound, Inc., 及其下属 Outward Bound Services Group, (统称为“OB”), 参与者 (及其父母或未成年参与者的法定监护人) 确认并同意如下:

I understand that participant (and parent) share(s) the responsibility for participant’s safety. 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 activities and the risks of the program in which I (or my child) will participate. I agree to obey all OB rules, regulations, and policies (and have my child obey them).

我理解, 参与者 (及家长) 共同承担参与者的安全责任。我 (或我的孩子) 没有可能影响我 (或我的孩子) 参加的但没有以书面形式向 OB 披露的任何精神或身体问题或限制。我有机会咨询我 (或我的孩子) 将参与的方案活动的情况及风险问题。我同意遵守所有的 OB 规则、法规和政策 (并让我的孩子遵守)。

The activities in which I (or my child) may participate will depend on the program in which I am (or my child is) enrolled and may be physically strenuous. These activities may include but are not limited to: hiking; camping; rock, wall or tower climbing; 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; water activities including swimming; vehicle travel; and community and other service projects that may involve using power tools. I understand that I (or my child) may engage in other activities not described above. It is impossible to know or list every risk associated with every activity; however, I understand the risks I (or my child) may encounter include but are not limited to: slipping, falling, being struck by or striking objects, persons or the ground; improper or malfunctioning equipment or structures; disease carrying or poisonous plants, insects, or animals; and physical contact with other participants. These and other risks are inherent to the activities; which means that they cannot be changed or eliminated without altering the essential elements of the activity.

我 (或我的孩子) 课程中的活动将取决于本人 (或我的孩子) 报名参加的方案, 并且可能会消耗体力。这些活动可能包括但不限于: 徒步旅行; 野营; 攀爬岩石、墙壁或塔楼; 绳索和/或挑战课程 (可能在高处穿越悬离地面的绳索, 借助缆线和滑轮摆动或滑行, 以及其他此类活动); 物理问题解决活动; 水上活动, 包括游泳; 驾车出行; 可能涉及使用电动工具的社区以及其他服务项目。我明白, 我 (或我的孩子) 可能参与其他以上未列出的活动。OB 不可能知道或列出每个与每个活动相关的风险; 然而, 我理解我 (或我的孩子) 可能会遇到风险包括但不限于: 滑倒、跌落或遭受物体或人员的袭击; 设备或结构故障; 携带疾病的或有毒植物、昆虫、动物和海洋生物; 与其他参与者或其他个人的身体接触。所有这些风险是我的 OB 方案活动固有的, 这意味着这些风险在不改变活动的主要元素的情况下不能被改变或消除。

I acknowledge that participating in an OB program involves inherent risks and other risks, including some not described above, that can cause or lead to death, injury, illness, or property damage. I understand that OB cannot assure my (or my child's) safety and does not seek to eliminate all of these risks, in part, because they facilitate educational and other objectives. I agree to assume all of the risks of the activities in the program, whether inherent or not, and even if not described above.

**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 (or my child's) enrollment or participation in the OB program or the use of any equipment or facilities. Neither I nor anyone acting on my (or my child's) 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) with respect to 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 (or my child's) enrollment or participation in the program or my (or my child's) use of equipment or facilities, including claims that the Released Parties were negligent.

I agree that the substantive law of California (but not any law that would apply the laws of another jurisdiction) governs this document and any dispute or suit I have (or my child has) 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 or image for sale or reproduction in any manner it desires, including advertising or display.

我承认，参与的 OB 方案涉及固有风险和其他风险、危害和危险，包括一些以上未列出的可引起或导致死亡、人身伤害、疾病、财产损失。我理解，OB 不能保证我（或我的孩子）的安全，并不设法消除这些风险，部分原因是因为这些风险促进了方案的教育和其他目标。我同意承担方案活动的风险，不管这些活动的风险是否是固有的，以及是否在以上作了描述。

**本人谨此永远解除和免除 OB 及其各代理人、雇员、管理人员、董事、受托人、独立承包商、志愿者和所有受其指示和控制的其他人或实体（统称为“被免除方”），并同意不追究索赔或起诉被免除方或其中任何人与我（或我的孩子）报名或参与 OB 方案或使用任何设备或设施相关的任何责任、索赔或费用。无论是我还是代表我（或我的孩子）的任何人都不会因任何伤害、疾病、损害、死亡或损失向被免除方提出索赔。该免除包括在法律所允许的最大范围内由被免除方无论是主动还是被动的疏忽（但不包括重大过失）造成的或声称造成的全部或部分任何损失，并包括对伤害、财产损失、过失致人死亡、违反合同的索赔，或任何其他类型的诉讼。**

我还同意，就由或代表我、我的孩子、家庭成员、个人代表、动产、继承人、近亲、共同参与者，或任何其他人士就我（或我的孩子）报名或参与该方案或我（或我的孩子）使用设备或设施而提出的任何及所有索赔，包括对被免除方的疏忽的索赔，为被免除方辩护和赔偿被免除方（支付或偿还被免除方需要支付的款项，包括律师费和成本。

我同意 California 的实体法（但不是那种会应用其他司法管辖区法律的任何法律）管辖本文档以及我（或我的孩子）与被免除方之间发生的任何纠纷或诉讼。任何调解、诉讼或其他法律程序必须只在 California 提起或者成立。本文件被视为非法或不可执行的任何部分是可分割的，而不对本文件其余条款的可执行性产生任何影响。OB 有权以其想使用的任何方式出售或复制我（或我的孩子）的照片或图像，包括广告或展示。

**I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF MY CHILD. I AGREE, ON MY OWN AND ON MY CHILD'S BEHALF, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.**

*If participant is under the age of 18 (or if participant is a resident of Alabama and is under the age of 19) (or if participant is a resident of Mississippi and is under the age of 21) at the time this document is signed, at least one parent or legal guardian must sign the release in addition to the participant signing.*

我已经仔细阅读、理解并自愿签署本文件。我明白，我放弃了某些合法权利。我特此保证，我有合法权力代表我孩子行动。我，代表我自己和我的孩子，同意本文件的条款及条件。

*如果参与者在在本文件签署时小于 18 岁 ( 或如果参与者是 Alabama 的居民，并且小于 19 岁 ) ( 如果参与者是 Mississippi 的居民，并且小于 21 岁 ) ，则除了参与者签署外，父母或法定监护人也必须签署免除协议。*

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Participant Signature /参与者签名

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Print Name /正楷体姓名

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Participant Date of Birth & Age /参与者的出生日期及年龄

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Parent or Legal Guardian Signature /家长或法定监护人签名

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Print Name Here /正楷体签名

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Date /日期