



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 PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and LIABILITY RELEASE AND INDEMNITY AGREEMENT

OUTWARD BOUND 参与者确认及承担风险，以及 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) acknowledges and agrees as follows:

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

Acknowledgment and Assumption of Risks

风险确认和承担

I understand that participant (and parents) share(s) the responsibility for participant's safety, for managing 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 (and 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.

我理解, 参与者 (及家长) 共同承担参与者的安全责任、管理风险, 并确定参与者是否适合参加该方案。我已经准确地填写任何所需 OB 申请和医疗表格, 并已审阅提供给我的所有 OB 的方案信息。我同意遵守所有的 OB 规则、法规和政策 (并让我的孩子遵守)。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) 将参与的情况及风险问题。

I understand and acknowledge that the program(s) in which I (or my child) will participate has risks and may be physically strenuous. It is impossible to anticipate every activity in which I (or my child) will engage. OB offers numerous courses with a wide variety of activities. The list below includes many of those activities. The activities in my (or my child's) course will depend on the program in which I am (or my child is) enrolled but may include: hiking, backpacking, skiing, snowboarding, dog sledding, 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); rock, wall or tower climbing; physical problem-solving activities; water activities including flat water or white water boating, rafting, canoeing, or kayaking; ocean sailing or sea kayaking; surfing, snorkeling, or swimming; river crossings; bicycling (including mountain biking); mountaineering (snow, glacier or ice travel or travel at high altitude); horseback riding; jogging or stair climbing;

我确认, 我 (或我的孩子) 将参与的方案有风险, 并且可能会消耗体力。这在我 (或我的孩子) 将参与的每一个活动中是不可能预见的。OB 提供了众多的课程, 课程中有各种各样的活动。下面的列表包含了其中许多活动。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, 但可能包括: 徒步旅行、背包徒步旅行、滑雪、滑板滑雪、狗拉雪橇, 和/或雪鞋健行 (沿步道和脱离步道); 野营, 包括在火炉、明火上或以其他方式烹饪; 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); 攀爬岩石、墙壁或塔楼; 物理问题解决活动; 水上活动, 包括静水或激流划船、漂流、独木舟, 或划皮艇; 海洋帆船或海上皮划艇; 冲浪、潜水, 或游泳; 过河、骑自行车 (包括骑山地自行车); 登山 (积雪、冰川或冰上行走或者高空行走); 骑马、跑步或爬楼梯;

vehicle travel and travel by public, chartered or other conveyance; rescue scenarios (real or simulated); community and other service projects that may involve using tools, power equipment, ladders, or construction materials. I understand that I (or my child) may engage in other activities not listed above. The program plan may be modified for any number of reasons, including convenience, weather, emergencies, or unexpected conditions. Activities may take place in the United States or in foreign countries and may be supervised or unsupervised. In particular, participants may have time alone in remote areas. Participants may also be in urban or other areas with exposure to individuals who are not under OB's supervision or control. It is impossible to know or list every risk associated with every activity. Risks will depend on the program. Some, but not all, of the risks I (or my child) may encounter include: unpredictable or harsh weather; earthquakes; lightning; exposure to extreme temperatures (high heat or extreme cold); 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 plants, 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 or other individuals; 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. All of these risks are inherent to the activities in my OB program, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

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 or where communication, transportation, or evacuation is subject to delay. I understand that OB cannot ensure my (or my child's) safety and does not seek to eliminate all of these risks, in part, because they facilitate the educational and other objectives of the program. I agree to assume all of the risks of the activities of my (or my child's) OB program, whether inherent or not and whether described above or not.

Liability Release and Indemnity Agreement

I hereby forever release, waive, and discharge OB, and each of its respective agents, employees, officers, directors, trustees, independent contractors, volunteers, and all other persons or entities acting under their direction and control (collectively referred to as "the

驾车及乘公共汽车、包车或其他运输工具出行；救援场景（真实或模拟的）；可能涉及使用工具、电力器材、梯子，或建筑材料等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。该方案计划可能会因不定数量的原因而被修改，包括便利、天气、突发事件或意外情况。活动可能在美国或在外国进行，可能有人监督或无人监督。特别是，参与者可能有时间独自一人呆在偏远地区。参与者也可能在市区或其他地区，接触不在 OB 监督或管制下的个人。OB 不可能知道或列出每个与每个活动相关的风险。风险将取决于不同的方案。我（或我的孩子）可能会遇到某些风险（但不是全部），包括：不可预知的或恶劣的天气、地震、雷击、暴露在极端温度（高温或严寒）；暴露于高海拔、雪崩和落石；快速流动的水，包括激流和波涛汹涌的大海；溺水；野生动物和海洋生物；携带疾病的或有毒植物、昆虫、动物和海洋生物；设备故障；滑倒、跌落或遭受物体或人员的袭击；任何参与者的任何心理、生理或情绪状况造成或复杂化的风险；与其他参与者和领导者分离相当长的时间；与其他参与者或其他个人的身体接触；以及其他自然或人为灾害。另一种是由 OB 教师、志愿者、其他工作人员，共同参与者或承办者的潜在误判造成的与我（或我的孩子）的参与相关的风险，包括但不限于关于我（或我的孩子）的身体状况和能力、天气、水、地形、路线或就医的决定。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。

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、精神或情绪创伤或残疾的风险。此外，活动可能在距离任何医疗设施数小时或数天路程的地方，或在通信、交通，或撤离受延误的地方进行。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。我同意承担我（或我的孩子）的 OB 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。

责任免除和赔偿协议

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”），

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 the Released Parties for money they are required to pay, including attorney’s 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, 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 OB instructors, staff, or volunteers were negligent. This indemnity includes payment for attorney’s fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss.

The National Park Service and certain Forest Services may not allow for the assumption of risks other than the inherent risks or for the release of liability for claims of negligence. Therefore, for activities that occur on lands controlled by these agencies where and to the extent that such a prohibition is in writing for that particular location, program, or permit at the time of the incident and found by a court of proper jurisdiction to be enforceable as a matter of law, the assumption of risk in the above paragraph is limited to assuming the inherent risks; the release of liability is inapplicable; and the indemnity agreement is limited to claims brought by or on behalf of a co-participant or person other than the student or a family member of the student. The assumption of all risks, the entire indemnity provision, and the release of liability shall remain in full force and effect for all activities or any portion of activities which do not transpire on lands controlled by these federal provisions. The indemnity provision for payment of attorney’s fees when a suit is withdrawn or where a court determines that the Released Parties are not liable applies to all activities regardless of where they take place.

Additional Provisions

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.

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、共同参与者, 或任何其他人士就我报名或参与该方案或我使用设备或设施而提出的任何及所有索赔, 包括对该 OB 教师、职员或志愿者的疏忽的索赔, 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)。如果索赔或诉讼被撤回, 或在索赔或诉讼中法院确定被免除方不用承担人身伤害或损失的责任, 则此赔偿包括支付律师费和被免除方抗辩索赔或诉讼产生的费用。

国家公园管理局 (National Park Service) 和某些林务局 (Forest Services) 可能不允许承担固有风险以外的风险的责任, 或免除疏忽索赔的责任。因此, 对于在这些机构控制的土地和地方范围内所发生的活动, 在这些地方, 在事故发生时对于特定地点、方案或许可具有书面禁令, 并被具有适当仲裁权的法庭发现在法律上是可强制执行的, 则在上段陈述的危险责任的承担仅限于承担固有风险的责任; 责任的免除是不适用的; 并且赔偿协议仅限于由或代表共同参与者或其他人 (除学生或学生的家庭成员) 所提起的索赔。所有风险责任的承担、整个赔偿条款以及责任的免除将对所有不在这些联邦规定控制的土地上发生的活动或活动的任何部分维持十足效力及作用。若诉讼撤回或在诉讼中法庭确定被免除方没有责任, 则不管任何活动在何地发生, 支付律师费的赔偿规定适用于所有活动。

附加条款

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。

The assumption of risk, release, indemnity agreement, and all other provisions in this document are 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 or image 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 an instructor believes, in his/her 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 dismissed or depart (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.

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. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON MY CHILD'S BEHALF. 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, a parent or legal guardian must sign the release in addition to the participant signing.

风险责任的承担、免除、赔偿协议及本文件中的所有其他条款，旨在在法律允许的最大范围内被解释和执行。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，本文件其余条款将继续具有十足效力及作用。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。如果工作人员或教师以其自己的判断，认为任何参与者造成了安全问题，或医疗风险，是颠覆性的，或其任何方式的行为有损于方案，那么，OB 有权把该参与者从该方案中开除。如果我因任何原因被斥退或离开（或我的孩子被斥退或离开），不管是否因医疗原因、开除、个人紧急情况，或其他原因离开，我将负责提前离开的所有费用。

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。我同意，本表应对我、我的未成年子女和其他家庭成员、我的继承人、代表和动产具有约束力。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，并小于 19 岁）（如果参与者是 Mississippi 的居民，并小于 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。

Participant Signature / 参与者签名

Print Name / 正楷体姓名

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

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

Print Name Here / 正楷体签名

Date / 日期