



**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and LIABILITY RELEASE AGREEMENT**

In consideration of the services of Outward Bound, Inc., and its division, the Baltimore Chesapeake Bay Outward Bound Center (collectively referred to as "OB"), participant (and parent or legal guardian of a minor participant) acknowledge and agree as follows:

I understand that participants and parents share the responsibility for participant's safety with OB. 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.

The activities in which I (or my child) may participate will vary with the program offered 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 (climbing up or over walls, 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. 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 to a floor or other surface; being struck by or striking other objects or persons; improper or malfunctioning equipment or structures; 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.

I acknowledge that participating in an OB program involves inherent risks described above 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. I agree to assume all of the risks of the activities of my (or my child's) OB 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, employees, officers, directors, trustees, independent contractors, volunteers (including consulting physicians), 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, or 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. However, I do not agree to indemnify the Released Parties for gross negligence.

I agree that the substantive law of Maryland 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 Maryland. 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.

**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 lives in Alabama or Nebraska and is under the age of 19) at the time this document is signed, at least one parent or legal guardian must sign the release in addition to the participant signing.*

\_\_\_\_\_  
Participant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name here

\_\_\_\_\_  
Date of Birth and Age

\_\_\_\_\_  
Parent or Guardian signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name here