



ACKNOWLEDGEMENT AND ASSUMPTION OF MEDICAL AND OTHER RISKS and LIABILITY RELEASE AGREEMENT

In consideration of the services provided by Outward Bound, Inc., ("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 my body and in particular, my cardiovascular system. The physical components combined with the mental and emotional stress of the activities may put a high level or a sudden demand on my cardiovascular system. I understand I may need to consult with a physician before participating because of the risk of heart attack or other detrimental implications on my health. I agree to disclose any pertinent medical history I have with the instructors with whom I will be working. However, I understand that instructors have some first aid training but they are not physicians and therefore cannot advise me about the implications of participating given my medical conditions. Therefore, I acknowledge that I have the ultimate responsibility to determine whether I can safely participate before engaging in any activity. I understand that activities may take place in locations where access to emergency medical care may be delayed.

The activities in which I will participate will vary with the program offered but, I have had the opportunity to ask questions about the activities and the risks of the program in which I will participate. 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 involves inherent risks 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 program. I agree to assume all of the risks of the activities of my OB program, 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 my physical condition or my 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 or my use of equipment or facilities, including claims that the Released Parties were negligent.

I understand that OB has its principle place of business in Colorado. Therefore, I agree that the substantive law of Colorado governs this document and any dispute or suit I have with the Released Parties. Any mediation, suit, or other proceeding must be filed or entered into only in Colorado. 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 AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT AND UNDERSTAND THAT THIS DOCUMENT SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

Participant signature _____ Date _____

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