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, (collectively referred to as "OB"), participant (and parent or legal guardian of a minor participant) acknowledge(s) and agree(s) as follows**:**

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).

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.

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.

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.

Participant signature	Date	Print name here	Date of Birth and Age
Parent or Guardian signature	Date	Print name here	