



OUTWARD BOUND
ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and
RELEASE AGREEMENT

In consideration of the services of Outward Bound, Inc. and its division, the Philadelphia Outward Bound Center, and each of its respective agents, employees, officers, directors, trustees, independent contractors, volunteers (including consulting physicians), and all other persons or entities associated with them (collectively referred to as "OB"), participant (and parent or guardian of a participant under the age of eighteen) acknowledge and agree as follows:

I understand that participants and parents share the responsibility for participant's safety. I (or my child) have 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 depend on the program 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 listed above. I have (or my child has) the option to decline to participate in any activity. It is impossible to know or list every risk associated with every activity but the risks I (or my child) may encounter include but are not limited to: slipping, falling or being struck by objects or persons; improper or malfunctioning equipment; and physical contact with other participants.

I acknowledge that participating in an OB program involves inherent risks and other risks, including some not listed 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 or eliminate all of these risks. I agree to assume all of the risks of the activities of my (or my child's) OB program.

I release OB from, and agree not to sue OB for, any liability, claim, or expense in any way associated with my (or my child's) participation in the OB program or the use of any equipment or facilities. Neither I nor anyone acting on my behalf will make a claim against OB as a result of any loss. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of OB to the fullest extent allowed by law (but not for gross negligence or willful or wanton conduct) and includes claims for personal injury, property damage, wrongful death, breach of contract, or any other type of suit.

I further agree to defend and indemnify OB (to pay or reimburse OB for money it is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of my child, a family member, a co-participant, or any other person for any claims related to my (or my child's) 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. However, I do not agree to indemnify OB for claims of gross negligence or willful or wanton conduct.

I agree that the substantive law of Pennsylvania governs this document and any dispute or suit I have with OB. Any mediation, suit, or other proceeding must be filed or entered into only in Pennsylvania. 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 that this form shall be binding on me, my minor children and other family members, and my heirs, executors, representatives, and estate.

If participant is under the age of eighteen at the time this document is signed, at least one parent must sign the release in addition to the participant's signing.

Participant signature Date Print name here Date of Birth and Age

Parent or Guardian signature Date Print name here