

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in Outdoor Discovery (OD) activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence OD and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in OD activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. Me/My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with me/my child's participation in these activities, or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I/my child have no medical or physical conditions which could interfere with our safety in these activities, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state will apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Parent/Guardian Authorization Section

Transportation/Medical

1. In the event that I/my child need immediate medical attention for injuries received while participating in OD program, I authorize OD staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed.
2. I give permission for myself and/or my child to be transported by OD as needed for field trips, inclement weather, or late pick up. I also give my permission to participate in walking field trips.
3. I hereby acknowledge that OD will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at OD that indicates otherwise.
4. I agree to the release of any records necessary for treatment, referral, billing or insurance purposes. OD receives medical information on participants/campers that may need to be shared with medical providers.
5. If I or my child requires use and administration of an epi-pen, prescription or over the counter medication, it is my responsibility to ensure that the epi-pen and/or medication are on me or my child or within our personal belongings every day of the program. If OD staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge OD and its directors, officers, and employees, and volunteers from any and all liability arising out of or resulting from use or administration of the epi-pen and/or medication.

General

1. I hereby release all pictures of myself or my child taken by OD for promotional purposes and programming materials including ODA website.
2. I give permission for OD to administer sunscreen as needed.
3. I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but agree to be bound by any applicable language.

I agree

Signature _____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under age of 18)

In consideration of _____ (PRINT minor's name) being permitted in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ **Print Name** _____ **Date** _____