

OUTWARD BOUND
PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and
LIABILITY RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of Hurricane Island Outward Bound School Inc., 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) acknowledges and agrees as follows:

Acknowledgment and Assumption of Risks

I understand that participant (and parents) share(s) the responsibility for participant’s safety, for managing the risks, and for determining the participant’s suitability for the program in which he/she will participate. I have accurately completed any required OB application and medical forms and have reviewed all OB program information provided to me. I agree to obey all OB rules, regulations, and policies (and have my child obey them). 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 program activities and the risks of the program in which I (or my child) will participate.

I understand and acknowledge that the program(s) in which I (or my child) will participate has risks and may be physically strenuous. It is impossible to anticipate every activity in which I (or my child) will engage. Outward Bound offers numerous courses with a wide variety of activities. The list below includes many of those activities. The activities in my (or my child’s) course will depend on the program in which I am (or my child is) enrolled but may include: hiking, backpacking, skiing, snowboarding, dog sledding, and/or snowshoeing (on and off trail); camping, including cooking over stoves, open fires or by other means; 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); rock, wall or tower climbing; physical problem-solving activities; water activities including flat water or white water boating, rafting, canoeing, or kayaking; ocean sailing or sea kayaking; surfing, snorkeling, or swimming; river crossings; bicycling (including mountain biking); mountaineering (snow, glacier or ice travel or travel at high altitude); horseback riding; jogging or stair climbing; vehicle travel and travel by public, chartered or other conveyance; rescue scenarios (real or simulated); community and other service projects that may involve using tools, power equipment, ladders, or construction materials. I understand that I (or my child) may engage in other activities not listed above. The program plan may be modified for any number of reasons, including convenience, weather, emergencies, or unexpected conditions. Activities may take place in the United States or in foreign countries and may be supervised or unsupervised. In particular, participants may have time alone in remote areas. Participants may also be in urban or other areas with exposure to individuals who are not under OB’s supervision or control.

It is impossible to know or list every risk associated with every activity. Risks will depend on the program. Some, but not all, of the risks I (or my child) may encounter include: unpredictable or harsh weather; earthquakes; lightning; exposure to extreme temperatures (high heat or extreme cold); exposure to high altitude, avalanches and rock fall; rapidly moving water including whitewater and rough seas; drowning; wild animals and marine life; disease carrying or poisonous plants, insects, animals, and marine life; improper or malfunctioning equipment; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; being separated from other participants and leaders for considerable periods; physical contact with other participants or other individuals; and other natural or man-made hazards. Another risk is the potential misjudgment by OB instructors, volunteers, other staff members, co-participants or contractors related to my (or my child’s) participation, including but not limited to decisions regarding my (or my child’s) physical condition and capabilities, weather, water, terrain, route or medical treatment. All of these risks are inherent to the activities in my OB program, 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, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation is subject to delay. I understand that OB cannot ensure my (or my child’s) 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 (or my child’s) OB program, whether inherent or not and whether described above or not.

Liability Release and Indemnity Agreement

I hereby forever release, waive, and discharge OB, and each of its respective agents, employees, officers, directors, trustees, independent contractors, volunteers, and all other persons or entities acting under

their direction and control (collectively referred to as “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 the Released Parties for money they are required to pay, including attorney’s 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, 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 OB instructors, staff, or volunteers were negligent. This indemnity includes payment for attorney’s fees and costs incurred by the Released Parties in defending a claim or suit if the claim or suit is withdrawn or where a court determines that the Released Parties are not liable for the injury or loss.

The National Park Service and certain Forest Services may not allow for the assumption of risks other than the inherent risks or for the release of liability for claims of negligence. Therefore, for activities that occur on lands controlled by these agencies where and to the extent that such a prohibition is in writing for that particular location, program, or permit at the time of the incident and found by a court of proper jurisdiction to be enforceable as a matter of law, the assumption of risk in the above paragraph is limited to assuming the inherent risks; the release of liability is inapplicable; and the indemnity agreement is limited to claims brought by or on behalf of a co-participant or person other than the student or a family member of the student. The assumption of all risks, the entire indemnity provision, and the release of liability shall remain in full force and effect for all activities or any portion of activities which do not transpire on lands controlled by these federal provisions. The indemnity provision for payment of attorney’s fees when a suit is withdrawn or where a court determines that the Released Parties are not liable applies to all activities regardless of where they take place.

Additional Provisions

I agree that the substantive law of Maine (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 Maine.

The assumption of risk, release, indemnity agreement, and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by law. 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, which shall continue in full force and effect. OB has permission to use my (or my child’s) photo or image for sale or reproduction in any manner it desires, including advertising or display. OB reserves the right to remove any participant from the program when staff or an instructor believes, in his/her sole discretion, the participant presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If I am dismissed or depart (or my child is dismissed or departs) for any reason, I will be responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

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. I HEREBY WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON MY CHILD’S BEHALF. 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, a 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 Legal Guardian signature

Date

Print name here