



ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and LIABILITY RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of Philadelphia Outward Bound Center dba Outward Bound Philadelphia, and its chartering organization, Outward Bound, Inc., and its affiliated Outward Bound Services Group, (collectively referred to as "OB"), I, for myself and on behalf of my child, acknowledge and agree as follows:

I understand the activities in which I (or my child) will participate may be physically strenuous and may place unique and significant demands on the body and in particular, the cardiovascular system. The physical components combined with the mental and emotional stress of the activities may create or exacerbate a medical condition. I understand I (or my child) may need to consult with a physician before participating in order to address any potential medical implications related to my (or my child's) health. I agree to disclose any pertinent medical history I (or my child) may have with the instructors providing the activity. I understand that instructors have some first aid training but they are not physicians and therefore cannot advise me (or my child) about the medical implications of participating. Therefore, I acknowledge that I have the ultimate responsibility to determine whether I (or my child) can safely participate before engaging in any activity. The activities in which I (or my child) will participate will vary, but, I have had the opportunity to review a Course Description (incorporated herein by reference) and ask questions about the risks of the activities. Activities entail both known and unanticipated risks. Many risks, including errors in judgment, 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 or activity involves inherent and other risks, 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 because they facilitate, in part, the educational and other objectives of the activity. I agree to assume all of the risks my (or my child's) participation in OB activities, 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 for any liability, claim, or expense in any way associated with my (or my child's) enrollment or participation in the OB program (including claims related to the assessment of physical condition or the ability to participate) 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 or intentional misconduct) 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, or any other person for any claims related to my (or my child's) enrollment or participation in the program activities or use of equipment or facilities, including claims that the Released Parties were negligent. This includes claims for damage or injury that is finally determined to have been caused by my (or my child's) negligent conduct or intentional misconduct. In no case will this indemnity apply where the claimed damage or injury is finally determined to have been caused by the gross negligence or intentional misconduct of any OB instructors, staff, or volunteers.

I agree that the substantive law of Pennsylvania 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 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 (or my child's) photo, image or video in promoting OB, including website and internet postings.

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, OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE. I CERTIFY THAT I AM AGE 18 OR OLDER AND I WARRANT THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF MY CHILD.

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

Date of Birth and Age

Parent or Legal Guardian signature

Date

PLEASE PROVIDE EMERGENCY AND MEDICAL INFORMATION (ON REVERSE OR BELOW)

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

Please be sure to review the Course Description and Physical Requirements document that is included in your enrollment materials.

Outward Bound courses are physically and emotionally demanding. Thus, it would be helpful for our staff to know the following information about the participant's health; however, it is your responsibility to determine if you (or your child) can participate safely. The information below will be provided to medical personnel in the event of an emergency. Outward Bound strives to make reasonable accommodations for student medical and physical conditions. If you (or your child) need an accommodation, please confer with us as far ahead of time as possible so we can try to assist you.

1. Has the participant experienced an asthma attack at any time in their life? yes
If yes, please explain:
2. Has the participant ever been diagnosed with type I or type II diabetes? yes
If yes, please explain:
3. Has the participant ever visited a medical professional for a serious allergic reaction, or have they ever been given a shot of epinephrine for an allergy or anaphylaxis? yes
If yes, please explain:
4. Has the participant ever received medical treatment for angina, a heart attack, or any type of heart disorder/disease? yes
If yes, please explain:
5. Has the participant ever been diagnosed with or are they currently being treated for high blood pressure? yes
If yes, please explain:
6. Has the participant ever seen a medical professional following a seizure, or are you currently being treated for any type of seizure disorder? yes
If yes, please explain:
7. Is the participant currently pregnant? yes
8. Is there anything else you would like us to know about the participant's health or physical condition that might affect their participation? yes
If yes, please explain:

If you answered 'yes' to any of the above questions, Outward Bound strongly recommends that you consult with the participant's medical provider prior to participating on the course. Our course advisors are also available to answer any questions that you might have about the activities, to help you make a decision.