

PARTICIPANT AGREEMENT
(With Assumption of Risks, Promise not to Sue, and Release of Liability)

Participant Information

Participant Name: _____

Participant Date of Birth: _____

Course Year: _____

This agreement is effective for all Outward Bound courses and program activities starting in the year indicated above.

IMPORTANT: Please read this carefully. This document is a legally binding contract. Your signature below indicates that you have read and understand every part of this agreement and that you agree to be bound by all of its terms without limitation.

I am the parent or legal guardian of the minor child (“My Child”) identified below in this Agreement. As consideration for allowing My Child to participate in the course, program, and activities (collectively “OB Activities”) of Outward Bound (“OB”), I agree, on my behalf, and on behalf of My Child to the following:

My Child’s Suitability to Participate: I am aware of and familiar with the OB Activities in which My Child may participate. I have had ample opportunity to ask questions about the OB Activities and their risks. I have accurately completed OB’s application and medical forms concerning My Child. My Child has no mental or physical limitations that might affect My Child’s ability to participate in OB Activities that I have not disclosed to OB in writing. I have discussed with My Child that My Child must obey all OB rules, regulations, and policies.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: My Child’s participation in OB Activities is purely voluntary. These activities may be physically, mentally, and emotionally challenging. I understand it is impossible to identify all OB Activities in which My Child may participate. I am aware that these activities may include among others: hiking, backpacking, skiing, snowboarding, dogsledding, 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 and structures suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities); rock, ice, wall or tower climbing; team-building activities; water activities including flat water or whitewater boating, rafting, canoeing, or kayaking; ocean sailing or sea kayaking; surfing, snorkeling, SCUBA diving, or swimming; river crossings; bicycling (including mountain biking); mountaineering (snow, glacier, or ice travel or travel at high altitude); and running .

OB Activities may be modified for any reason, including convenience, weather, or unexpected conditions or events. Activities may be supervised or unsupervised and take place in the United States or in foreign countries. My Child may have time alone in remote areas. My Child may also be in areas with exposure to individuals who are not under OB’s supervision or control.

OB Activities may require that My Child travel by van, car, and public or chartered transport on public or private roads and over remote and unpredictable terrain with steep roads and slippery slopes.

I understand that due to the location and nature of some OB Activities, cell phone coverage and other forms of communication may be unavailable and prompt medical attention, evacuation, and transport, including transport by ambulance, air, and other emergency means, may be significantly delayed.

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 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, venomous 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; communicable disease; physical contact with other participants or other individuals; and other natural or human-caused hazards. Another risk is the potential misjudgment by OB instructors, volunteers, other staff members, co-participants or contractors related to My Child's participation, including but not limited to decisions regarding My Child's physical condition and capabilities, weather, water, terrain, route, or medical treatment. All these risks are inherent to the OB Activities, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

I acknowledge that My Child's participation in OB Activities involves inherent risks and other risks, hazards, and dangers that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. I understand that OB cannot ensure My Child's safety and does not seek to eliminate all these risks, in part, because they facilitate the educational and other objectives of the OB Activities. I agree on my own behalf and on behalf of My Child to assume all the risks of My Child's participation in OB Activities, whether inherent or not and whether described above or not.

My Release of Liability and Promise not to Sue OB: I, on my own behalf and on behalf of My Child, hereby forever release, waive, and discharge Chesapeake Bay Outward Bound School, Inc., Outward Bound Services Group II, LLC, Outward Bound, Inc., other Outward Bound chartered Schools, and each of their 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 for any liability, claim, or expense in any way associated with My Child's enrollment or participation in any OB Activity including the use of any equipment or facilities. 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).

My Agreement to Indemnify OB: I further agree to defend, indemnify (to pay or reimburse for money any Released Party is required to pay, including attorney's fees and costs), and hold harmless the Released Parties 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 Child's enrollment or participation in the OB Activities, including the use of equipment or facilities and including claims that OB instructors, staff, or volunteers were negligent. This includes claims for damage or injury that are finally determined to have been caused by My Child's negligent conduct or intentional misconduct. 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.

OB Activities on Federal Lands: I understand that OB Activities may occur on lands owned by the United States (e.g., National Parks, Forest Service, Bureau of Land Management) (hereinafter "Federal Lands"). The United States may not allow 1) for the assumption of risks on Federal Lands other than the inherent risks or 2) for the release of liability or indemnification for claims of negligence. To the extent that such a prohibition is in writing 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 any and all OB Activities which do not take place on Federal Lands.

Right to Refuse or Expel and Early Departure: I understand that OB reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse My Child's admission and/or participation in OB Activities and that OB may expel My Child for any reason at any time. I further understand that OB may determine that due to medical, behavioral, or emotional reasons, My Child may be required to terminate participation in the OB Activities. I further understand that if OB exercises these rights all deposits, fees, tuition, or other monies paid to OB are non-refundable. I also agree that I will be financially responsible for all costs related to My Child's early departure from the OB Activities.

Photographic/Video Release: I hereby authorize OB and its Staff to take photographs or videos that may include My Child in them and to use the same for the promotion of OB, including websites, social media, brochures, newsletters, or in any other OB publication or promotion.

Consent to Contact: I hereby consent to and authorize OB Staff to contact My Child after completion of the OB Activities for the limited purposes of OB business, such as OB alumni opportunities and requesting input and feedback from My Child about the OB Activities in which My Child participated.

Choice of Law and Forum Selection: I agree that the substantive state law of Maryland (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 brought only in the state court with proper jurisdiction located in Baltimore County, Maryland.

Severance: The assumption of risk, release, promise not to sue, 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.

Integration: I understand and agree that this Agreement is a fully integrated contract and supersedes any and all oral and/or written expressions by OB about My Child's participation in the OB Activities.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS AGREEMENT SHALL BE BINDING ON ME, MY MINOR CHILD, AND MY HEIRS AND SURVIVORS. 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.

By electronically typing my signature below, I agree that it has the same legal effect as my handwritten signature. My electronic signature applies to all pages and terms of this liability release.

Parent or Legal Guardian Signature: _____ Date: _____

Print Name Here: _____ Parent or Legal Guardian Email: _____

The participant (My Child) must review this document and sign their name below. A parent cannot sign for a child. By electronically typing my signature, I agree that it has the same legal effect as my handwritten signature. My electronic signature applies to all pages and terms of this liability release.

If My Child is under the age of 18 when this Agreement is signed but will be 18 years old when the OB Activities begin, My Child understands and agrees that by participating in the OB Activities, they are signing and agreeing to the above terms as a legal adult.

My Child's Signature: _____ Date: _____

My Child's Email (Optional): _____