OUTDOOR EMPOWERMENT
RISK ACKNOWLEDGEMENT AND LIABILITY RELEASE AGREEMENT

In respect of the services offered by Outdoor Empowerment, their facilities, and all respective agents, administrating officers, staff and instructors and all other persons or entities involved with the Outdoor Empowerment program, participant (if under the age of eighteen, participant and parent or legal guardian) acknowledge(s) and accept(s) the following:

I understand and agree that in regard to the participant's safety, both the participant and the parent or guardian responsibility. I have disclosed all limitations and disabilities in the Medical Release Form, physical and mental, which may affect my (or the participant's) ability to safely participate in Outdoor Empowerment's programs and activities. In addition, I have been given the opportunity to ask questions about the activities involved in Outdoor Empowerment's programs.

I understand that the activities involved in Outdoor Empowerment's programs involve physically strenuous activity that involves risks to my (or the participant's) safety. I understand that none of the activities are compulsory and that I (or the participant) may refrain from participating in any activity. I know that these activities, *while not limited to, might include hiking; running; camping; wall or tower climbing; challenge courses that involve climbing over structures, swinging on ropes or cables; physical problem-solving activities; swimming and other water activities; vehicle travel; and community and other service projects.* I understand that while all of these activities have risks, it impossible to know every possible risk involved with any given activity. I know some of the risks involved with Outdoor Empowerment's activities include, but are in no way limited to: *slipping; falling on or being struck by objects or persons; malfunctioning equipment; and physical contact with other participants.*

I understand that my (or the participant's) partaking in Outdoor Empowerment activities risks my (or the participant's) safety. I understand the risks listed above, as well as additional risks not listed above, am inherently part of the activities and may lead to property damage, illness, injury or death. While the instructors are trained conduct activities as safely as possible, it is impossible to eliminate all of the risks. I understand that by participating in the Outdoor Empowerment program, I am assuming responsibility for all risks I (or the participant) come into contact with while participating in activities, using equipment or facilities or any other instance on while on Outdoor Empowerment property or excursions.

By signing this document, I hereby release Outdoor Empowerment from any liability, claim or expense in any way associated with my (or the participant's) participation in the Outdoor Empowerment program. I agree that I (and/or the participant) will not sue or take any legal action against Outdoor Empowerment to recover any losses. With the exception of gross negligence or willful or wanton conduct, Outdoor Empowerment is not liable in whole, or in part, for claims for personal injury, property damage, breach of contract, wrongful death or any other type of suit alleging negligence on the part of Outdoor Empowerment.

In addition, I agree to defend and indemnity Outdoor Empowerment (to accept any financial burden including attorney's fees and costs incurred by Outdoor Empowerment) regarding any and all claims brought be or on behalf of my child, a family member, a co-participant or any other person for any claims related to my (or the participant's) involvement in the program, use of the equipment, contact with the facilities or any person involved with the program. This includes any claims that the instructors, staff or volunteers of Outdoor Empowerment were negligent. This excludes cases of gross negligence or willful or wanton conduct, in which I do not agree to indemnity.

I understand that the substantive laws of the respective state in which the program takes place govern this document, as well as any dispute or legal action I take against Outdoor Empowerment. I agree to only file mediation, suit or other proceeding in this respective state. In the event that any portion of this document is deemed unlawful or unenforceable, it shall be stricken independently of the rest of the document, thus, not affecting the binding nature of the rest of the document. By signing this document, I agree that Outdoor Empowerment may use, sell or reproduce my photo or image at its discretion, including in displays or for advertising.

I have carefully read, understand, and voluntarily sign this document. I understand that by signing I am surrendering certain legal rights. I agree that this form shall be binding on me, my minor children, other family members, my heirs, executors, representatives and estate.

Participant Signature	Date	Printed Name	D.O.B. and Age
Parent or Guardian Signature	Date	Printed Name	