



## Adventure Course Release, Waiver, Indemnification, Hold Harmless, and Assumption of the Risk Agreement

PARTICIPANT NAME: \_\_\_\_\_ Participant Age: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

If Participant is a Minor, Parent/Guardian Name on behalf of Participant (Print):  
\_\_\_\_\_

WHEREAS, in consideration of my and/or my daughter/son being permitted to participate in any Adventure Course Activity with Girl Scouts Western Pennsylvania (GSWPA), and for use of premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to the following:

**Warning:** There are significant elements of risk in any participation, sport, activity, or training associated with Adventure Course Activities, including climbing wall, technical tree climbing, and high or low ropes courses and the use of any equipment in the sport, activity, or training (referred to herein as the "Activity").

**Assumption of the Risk.** Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks may include, but are not limited to: 1) Falls; 2) Risk associated with climbing or down climbing; 3) Equipment failure; 4) My physical coordination, sense of balance, decision making, and the ability to follow or give directions; 5) Failure on my part to disclose a medical condition and/or physical activity concern that I may have. The danger of the risks of the Activity include minor injuries such as scratches, bruises, insect bite or allergic reactions, and sprains; major injuries such as back injuries, heart attacks, animal bites, broken bones, and concussions; or catastrophes injuries including paralysis or death. The risks also include property damage or theft. Participant willingly and voluntarily participates in the Activity and I assume full responsibility for personal injury, accidents or illness, including death, and any expenses as a result of Participant's negligence. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. **I hereby expressly assume the risk of incurring bodily injury, death, or property damage while participating in taking part in the Activity.** I accept that the final responsibility for Participant's safety rests with me. **My and/or my child's participation in the Activity is voluntary and I knowingly assume all such risks.**

**Waiver, Hold Harmless, and Covenant Not to Sue.** I, on behalf of myself and/or my child, and on behalf of my/his/hers executors, personal representatives, administrators, assignees, heirs and next of kin, agree to **release, waive, discharge, and covenant not to sue** Girl Scouts Western Pennsylvania, its officers, directors, employees, agents, members, and volunteers, the shooting range owner/operator, the event sponsor, and all individuals participating in the administration of the Activity (collectively, "GSWPA and Associates,") from any and all claims for personal injury (including death), damages, losses, demands, and any other actions or claims whatsoever, which I/he/she may have, including claims based upon the negligence of GSWPA and Associates, which may, in any way whatsoever, arise out of, be related to or be connected with the Activity, including the course of instruction; the Premises (defined below), including any latent defect in the Premises; presence on or use of said Premises; and damage to or theft of personal property (whether or not entrusted to GSWPA and Associates). **I acknowledge and understand that I am giving up substantial rights, on behalf of myself and/or my child, including the right to sue.**

**Indemnification.** I agree to indemnify and defend GSWPA and Associates from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to, or connected with participation in the Activity; presence on or use of the buildings, land and premises ("Premises"); and any and all acts or omissions of myself and/or my child. I agree to indemnify the above mentioned entities and individuals for any and all expenses and liability they incur as a result of any of Participant's conduct related to the Activity.



**Authorization:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. Participant either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred for such treatment.

**Acknowledgement.** I hereby acknowledge and agree that I have read this instrument and understand its terms and I am executing this instrument voluntarily and knowingly.

**Severability and Choice of Law.** I expressly agree that this instrument is intended to be as broad and inclusive as permitted by law. If any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. This instrument binds Participant, as well as and my/his/her executors, personal representatives, administrators, assignees, heirs and next of kin. This instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

**Certification.**

In recognition of the inherent risks of the Activity which I and/or my child will engage in, I affirm that Participant is physically and mentally capable of participating in the Activity. I understand that there is a **weight limit of 250 lbs. to participate in this Activity**. I realize it is my responsibility to inform the facilitator of any medical condition and/or physical activity concerns, and to limit participation in any way appropriate. I understand that all provided equipment (helmets and harnesses) must fit Participant correctly. If the equipment cannot be properly fit, Participant may not be able to participate in the Adventure Course Activity.

Intending to be legally bound, I set my seal hereto:

_____ (seal)	_____	_____
Participant's Signature	Participant's Printed Name	Date

If Participant is a minor – Parent/Guardian, on behalf of himself/herself and Participant, intends for himself/herself and Participant to be legally bound by this Instrument and sets my seal hereto:

_____ (seal)	_____	_____
Parent/Guardian Signature	Parent/Guardian Printed Name	Date

*IF PARTICIPANT IS A MINOR, THIS INSTRUMENT MUST BE SIGNED BY BOTH PARTICIPANT AND PARTICIPANT'S PARENT/GUARDIAN IN ORDER TO PARTICIPATE IN THE ACTIVITY.*