

## **Outdoor Adventure Participant Acknowledgement of Risk, Release, and Agreement**

In consideration of the services of the Girl Scouts of Gateway Council (GSGC), their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as GSGC), I hereby agree to release, indemnify, and discharge GSGC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in outdoor adventure program activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. GSGC programs are based on the “challenge by choice” principal. At any time, you and/or your group are free to withdraw from participation in outdoor adventure program activities. The risks include, among other things, the potential for: slips, falls and falling, rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, splinters, lacerations, fractures, concussions, or even more severe life-threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.
3. Furthermore, GSGC instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities; they might misjudge the weather.
4. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GSGC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of GSGC equipment or facilities, including any such Claims which allege negligent acts or omissions of GSGC.
6. Should GSGC or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly, by any such condition.
8. In the event that I file a lawsuit against GSGC, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GSGC based on any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Adult Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**Parent or Guardian's Additional Indemnification**  
(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by GSGC to participate in its activities and to use its equipment facilities, I further agree to indemnify and hold harmless GSGC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_