

ACKNOWLEDGEMENT OF PERSONAL RESPONSIBILITY,
ASSUMPTION OF RISK AND RELEASE

I hereby agree/grant permission for _____ to participate in programs offered by Wilderness Leadership & Learning, Inc. (“WILL”). And I hereby agree as follows:

I am (my child or ward is) in good health. I (my child or ward) understand(s) that strenuous physical exertion may be required to participate in WILL programs and I have (my child or ward has) no known physical disabilities or health problems, which will present any risk to my (my child’s/ward’s) participation in WILL programs. The information provided in the WILL Application, to which this form will be attached, is a complete and accurate statement of the physical and psychological factors that may affect my (my child’s or ward’s) participation in WILL programs. I realize the failure to disclose such information could result in harm to me (my child or ward), fellow WILL youth, to WILL staff and volunteers, and to the staff of WILL partners, and I agree to indemnify and hold WILL harmless if any relevant information has/is not disclosed to WILL. I also agree to notify WILL if there is any change in my (my child’s or ward’s) health status prior to my (my child’s or ward’s) program start and/or during my (my child’s or ward’s) participation in the WILL Program.

I understand that during my (my child’s or ward’s) participation in WILL programs, I (my child or ward) will be exposed to above normal risks, and that although WILL itself, and through contracting with other organizations, has taken precautions to provide equipment and qualified instructors for these programs, it is impossible to guarantee safety. I (my child or ward) affirm(s) that I (my child or ward) will not be under the influence of alcohol or any controlled substance, and will not carry, use, or consume these substances before or during WILL activities. I have (my child or ward has) been advised that I (my child or ward) must wear an approved personal flotation device at all times while on the water. I (my child or ward) share(s) the responsibility for safety in the program(s), and I (my child or ward) assume(s) that responsibility and the risk that I (my child or ward) may be injured, or, in an extreme case, die. In the event of an emergency, I (my child or ward) authorize(s) WILL to secure from any licensed hospital, physician or medical personnel any treatment deemed necessary for my (my child’s or ward’s) immediate care. I (my child or ward) agree that I (my child or ward) will be responsible for payment for any and all medical services rendered. I (my child or ward) also agree(s) to comply with the instructions and directions of WILL staff members and the staff of organizations with whom WILL contracts to lead or operate certain activities and programs.

In consideration of being permitted to participate in WILL programs, I (and my child or ward, on whose behalf I am acting) (and any assignee, successor and/or beneficiary), to the fullest extent permitted by law, voluntarily and knowingly release, waive, discharge and covenant not to sue WILL, its agents, employees, trustees, directors, officers, contractors, partners, and all other persons or entities associated with them from any and all claims, liabilities, demands, actions and causes of action of any kind or nature arising out of or related to any losses, damages or injuries whatsoever asserted by or on behalf of me, or by my child or ward (or any assignee, successor and/or beneficiary) in any way arising from or related to my (my child’s or ward’s) enrollment or participation in a WILL activity/program (including transportation and occurrences to and from any WILL activity/program). This Release includes, without limitation, loss or damage claimed to be caused in whole or in part by the negligence of WILL. I (or my child or ward) (and any assignee, successor and/or beneficiary) understand that in signing this document, I (or we) surrender my/our rights to make a claim or file a lawsuit against WILL for personal injury, illness, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of WILL.

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I (and my child or ward) (and any assignee, successor and/or beneficiary) agree to defend, hold harmless, and indemnify WILL from any claim and from any liability, loss, damages, or expenses (including attorney's fees) resulting from a claim brought by a fellow student or participant, volunteer, rescuer, or any other person for loss or damage caused by my conduct (or the conduct of my child or ward).

I (and my child or ward) (and any assignee, successor and/or beneficiary) do hereby release and forever discharge WILL from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my (and my child's or ward's) participation in any WILL activity.

I give WILL permission to use my (my child's/ward's) name, contact information, picture, likeness, voice, and quotes in promotional, recruiting, and fundraising materials, websites, and press releases, and any other materials for the benefit of WILL in whatever medium presented, whether now known or hereafter devised.

I (and my child or ward) expressly agree that this Acknowledgement of Personal Responsibility, Assumption of Risk, and Release ("Release") is intended to be as broad and inclusive as permitted by the laws of the District of Columbia, and that this Release shall be governed by and interpreted in accordance with the laws of the District of Columbia. If any part of this Release is found by a court or other competent authority to be invalid, the remainder of this Release nevertheless will be in full force and effect.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT. IT IS MY INTENTION TO GRANT PERMISSION FOR THE ABOVE-NAMED APPLICANT TO PARTICIPATE IN WILL PROGRAMS, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED WITH THE APPLICANT'S PARTICIPATION IN WILL PROGRAMS.

I UNDERSTAND AND AGREE THAT THIS ACKNOWLEDGEMENT OF PERSONAL RESPONSIBILITY, ASSUMPTION OF RISK AND RELEASE REMAINS IN FULL FORCE AND EFFECT UNTIL MY CHILD/WARD (THE NAMED APPLICANT) IS 18 YEARS OF AGE OR GRADUATES FROM HIGH SCHOOL, WHICHEVER OCCURS LATER.

Signature (Parent/Guardian, if Applicant is under legal age)

Date

Signature (Applicant)

Date

Please return this form with your Application form to: Wilderness Leadership & Learning, Inc., Attn: Steve Abraham, 1758 Park Road, NW, Washington, DC 20010-2105.

We cannot approve you for participation without it. Thank You!