

## **W.O.L.F.**

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

In consideration of the Wilderness Outdoor Leadership Foundation, Inc. d.b.a. W.O.L.F., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "W.O.L.F."), I hereby agree to release and discharge W.O.L.F., on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate, as follows:

1. I acknowledge that my participation in outdoor adventure-based activities such as, but not limited to rock climbing, ropes or challenge course, trust falls, team initiatives, hiking, camping, sea kayaking, and swimming 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, but that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all reasonable risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless W.O.L.F. 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 W.O.L.F.'s equipment or facilities, including any such claims which allege negligent acts or omissions of W.O.L.F, but excluding gross negligence, intentional malfeasance or nonfeasance, or acts of malice.
4. Should W.O.L.F. 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 if an action is commenced and W.O.L.F. is determined by the court to be the prevailing party.
5. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I know of no medical or physical conditions that would 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 or indirectly, by any such conditions.
6. The parties agree to submit to binding arbitration any dispute regarding the terms or interpretation of this agreement.
7. The laws of the state of California will govern the resolution of any conflict regarding this agreement.

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. I understand that photos and video taken during the program may be used for promotion and advertising.

Signature of participant: \_\_\_\_\_ Print name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
School/Organization: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Parent's 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 W.O.L.F. to participate in these activities and to use its equipment and facilities. I further agree to the terms of paragraph 3 above with respect to any and all claims which are brought by, or on behalf of, Minor.

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