



In consideration of the services of North Carolina Outward Bound School, Inc., and its chartering organization, Outward Bound, Inc., and its affiliated Outward Bound Services Group, and Charter Schools, (collectively referred to as “OB”), participant (and parent or legal guardian of a minor participant) acknowledges and agrees as follows:

Acknowledgment and Assumption of Risks

I understand that participant (and parents) share(s) the responsibility for participant’s safety, for managing the risks, and for determining the participant’s suitability for the program in which he/she will participate. I have accurately completed any required OB application and medical forms and have reviewed all OB program information provided to me. I agree to obey all OB rules, regulations, and policies (and have my child obey them). I have (or my child has) no mental or physical problems or limitations that might affect my (or my child’s) ability to participate that have not been disclosed to OB in writing. I have had the opportunity to ask questions about the program activities and the risks of the program in which I (or my child) will participate.

I understand and acknowledge that the program(s) in which I (or my child) will participate has risks and may be physically strenuous. It is impossible to anticipate every activity in which I (or my child) will engage. Outward Bound offers numerous courses with a wide variety of activities. The list below includes many of those activities. The activities in my (or my child’s) course will depend on the program in which I am (or my child is) enrolled but may include: hiking, backpacking, skiing, snowboarding, dog sledding, and/or snowshoeing (on and off trail); camping, including cooking over stoves, open fires or by other means; ropes and/or challenge courses (traversing ropes suspended off the ground, potentially at great heights, swinging or traveling by a cable and pulleys and other such activities); rock, wall or tower climbing; physical problem-solving activities; water activities including flat water or white water boating, rafting, canoeing, or kayaking; ocean sailing or sea kayaking; surfing, snorkeling, or swimming; river crossings; bicycling (including mountain biking); mountaineering (snow, glacier or ice travel or travel at high altitude); horseback riding; jogging or stair climbing; vehicle travel and travel by public, chartered or other conveyance; rescue scenarios (real or simulated); community and other service projects that may involve using tools, power equipment, ladders, or construction materials. I understand that I (or my child) may engage in other activities not listed above. The program plan may be modified for any number of reasons, including convenience, weather, emergencies, or unexpected conditions. Activities may take place in the United States or in foreign countries and may be supervised or unsupervised. In particular, participants may have time alone in remote areas. Participants may also be in urban or other areas with exposure to individuals who are not under OB’s supervision or control.

It is impossible to know or list every risk associated with every activity. Risks will depend on the program. Some, but not all, of the risks I (or my child) may encounter include: unpredictable or harsh weather; earthquakes; lightning; exposure to extreme temperatures (high heat or extreme cold); exposure to high altitude, avalanches and rock fall; rapidly moving water including whitewater and rough seas; drowning; wild animals and marine life; disease carrying or poisonous plants, insects, animals, and marine life; improper or malfunctioning equipment; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; being separated from other participants and leaders for considerable periods; physical contact with other participants or other individuals; and other natural or man-made hazards. Another risk is the potential misjudgment by OB instructors, volunteers, other staff members, co-participants or contractors related to my (or my child’s) participation, including but not limited to decisions regarding my (or my child’s) physical condition and capabilities, weather, water, terrain, route or medical treatment. All of these risks are inherent to the activities in my OB program, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

I acknowledge that participating in an OB program involves inherent risks and other risks, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation is subject to delay. I understand that OB cannot ensure my (or my child’s) safety and does not seek to eliminate all of these risks, in part, because they facilitate the educational and other objectives of the program. I agree to assume all of the risks of the activities of my (or my child’s) OB program, whether inherent or not and whether described above or not.

Liability Release and Indemnity Agreement

I hereby forever release, waive, and discharge OB, and each of its respective agents, employees, officers, directors, trustees, independent contractors, volunteers, and all other persons or entities acting under their direction and control (collectively referred to as “the Released Parties”) from, and agree not to pursue a claim or sue the Released Parties for any liability, claim, or expense in any way associated with my (or my child’s)

