

CHALLENGE COURSE DISCLOSURE AND RELEASE FORM

Warning: There are significant elements of risk in any adventure, sport, activity, or training associated with a climbing wall or ropes course (referred herein as "Activity"), and the use of any equipment for the Activity.

Acknowledgement of Risks: I recognize the fact that there is an inherent danger in this type of activity even though safety systems are provided. These risks may result in serious injury or death, and 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.

I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity, that personal property may be damaged or lost, and that wearing appropriate clothing and footwear are basic safety precautions. For this Activity, appropriate clothing and footwear shall mean: *closed toed shoes, a minimum of knee length shorts, if wearing a sweatshirt a minimum of a t-shirt must be worn underneath and no loose or hanging jewelry.*

Disclosure of Physical Limitations and Disabilities: In recognition of my acknowledgement of risks as stated herein, I hereby disclosure all physical limitations, medical conditions, balance or stability issues, and disabilities that may affect my ability to safely perform the Activity and to follow and give directions while performing the Activity (use reverse side if necessary):

Express Assumption of Risks and Responsibility: In recognition of the inherent risks of the activity which I will engage in, I affirm that I am physically and mentally capable of participating in the activity and/or using the equipment involved in the Activity. I realize it is my responsibility to inform my facilitator of any medical condition and/or physical activity concern I may have, and to limit my participation in any way I deem appropriate or as instructed by the Girl Scouts in the Heart of Pennsylvania ("you"), the Activity facilitator, and/or my medical provider. I participate in the Activity willingly and voluntarily. I assume full responsibility for personal injury, accidents or illness, including death, and any expenses as a result of my negligence or the negligence of any minor children for which I am responsible during participation in the Activity. I further acknowledge and assume the foreseeable and unforeseeable risk(s) of personal injury, accidents and/or illnesses that may otherwise result from my participation in the Activity, including, but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, and abrasions; spinal injuries; animal bite or attack; insect bite or allergic reaction; shock; paralysis and/or death; and acknowledge that during the activity I may experience fatigue, chill and/or dizziness that may diminish my reaction time and increase the risk of an accident. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur during my participation in the Activity.

Covenant of Good Faith: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature; medical necessities or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I recognize that your ability to make informed decisions for my safety and the safety of other participants require that I fully disclose to you and the Activity facilitator all physical limitations, medical conditions, balance or stability issues, disabilities, and all other issues or conditions that may affect my ability to safely participate in and perform the Activity. I acknowledge that no guarantees have been made with respect to activity objectives.

Authorization: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Release: In consideration of services or property provided, I, for myself and any heirs, personal representatives or assigns, do hereby release: *Girl Scouts in the Heart of Pennsylvania*, its principals,



directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property the Activity is conducted, from any and all liabilities arising out of or in any way related to my participation, and/or the participation of any minor children for which I am parent, legal guardian or otherwise responsible, in the Activity.

I have read and understand the foregoing Disclosure and Release Form, including the warning, acknowledgement of risks, disclosure of physical limitations, assumption of risks and responsibility, and release of liability. I understand that by signing this form I may be waiving valuable legal rights. My signature on this document is also intended to bind my heirs, representatives, executors, administrators, successors and assigns.

Participant Name (printed): _____

Participant Signature: _____ Date: _____

Parent/Guardian Signature (if under 18): _____