



**VOLUNTARY ACTIVITY RELEASE FROM LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT**

1. **RELEASE FROM LIABILITY.** For and in consideration of permitting _____ (the "Participant") to participate in the Challenge Ropes Course (the "Program") at the Guajome Park Academy, I hereby on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury, property damage, or wrongful death arising from, attributable to, or related to the Participant's engagement in the Program, or activities related to the Program, against Guajome Park Academy, Vista Unified School District, or either of the entities' officers, agents, employees or volunteers (collectively "Activity Providers"). I on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, hereby release, discharge, waive and hold harmless Activity Providers, wherever and however such activities may occur and continue, including incidental activities, , whether any said causes of action shall arise by the negligence of Activity Providers or otherwise. I, on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, also expressly agree to release, discharge, waive and hold harmless Activity Providers from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

2. **ASSUMPTION OF RISK; INCLUDING NEGLIGENCE.** I hereby acknowledge that the Program activities are physically demanding, and that despite reasonable precautions taken by the Activity Providers to protect the Participant, there are certain risks inherent in participating in the Program. I hereby acknowledge that I understand that the Participant will be climbing and walking on cables, ladders, walls, and beams, at times up to forty-feet above the ground, and at times blindfolded. Additionally, I understand that the Participant will be subjected to stress and anxiety related to the activities. I understand that participation in the Program and its activities is voluntary, and it is the responsibility of the Participant to limit his or her participation in any way he or she deems appropriate. I hereby acknowledge that I on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, intend to assume all risks and to exempt, release and relieve the Activity Providers from any and all liability for personal injury, property damage, or wrongful death, including that caused by negligence. I hereby acknowledge that I understand the effect of releasing the Activity Providers from all liability for personal injury, property damage, or wrongful death, including that caused by negligence.

3. **INDEMNIFICATION AND HOLD HARMLESS.** I, on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, agree that in the event any claim for personal injury, property damage, or wrongful death is brought against one or more of the Activity Providers in any way relating to the Participant's engagement in the Program, I shall indemnify and hold harmless the Activity Providers from any and all claims or causes of action including any and all defense costs, (which shall include attorney's fees).

4. **PARTICIPANT'S RESPONSIBILITIES AND REPRESENTATIONS.** The Participant hereby agrees to follow all rules, regulations, and instruction of Activity Providers while participating in the Program. The Participant also represents that he or she is physically and mentally capable of participating in the Activities and has not been diagnosed with any illness or medical condition that would impair his/her ability to participate in the Activities. Further, no physician has recommended against the Participant's participation in the Activities.

5. CALIFORNIA LAW AND VENUE. I, on behalf of myself, the Participant, and the Participant's successors, representatives, executors, administrators, heirs and assigns, agree that the terms and provisions of the Voluntary Activity Release from Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") shall be governed by and construed in accordance with California law. In the event any legal action is commenced to enforce or interpret the provisions of this Agreement, the venue for any such action shall be in the State of California. The courts or laws of any other state of the United States, United States Federal courts, or the courts of any other nation, shall not have jurisdiction over this Agreement and the enforcement of its provisions.

6. If any provision of this Agreement is held, in whole or in part, to be unenforceable or invalid for any reason, the remainder of that provision and of the entire Agreement shall be severable and continue in full legal force and effect.

7. If the Participant is under 18 years of age, the parent or legal guardian signatory certifies that he or she is the parent or legal guardian of the above-named Participant.

ACKNOWLEDGEMENT OF UNDERSTANDING: I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT AND HAVE REVIEWED THIS AGREEMENT WITH THE PARTICIPANT. I AM FULLY AWARE OF THE POTENTIAL DANGERS AND RISKS INHERENT IN AND INCIDENTAL TO ENGAGING IN THE PROGRAM. I AM FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT AND I AM AWARE OF THE EFFECT OF SIGNING THIS AGREEMENT. I ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I FREELY AND VOLUNTARILY SIGN MY NAME, ON BEHALF OF MYSELF, THE PARTICIPANT, AND THE PARTICIPANT'S SUCCESSORS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, HEIRS AND ASSIGNS, AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS. I INTEND, BY MY SIGNATURE, THAT THIS AGREEMENT IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Participant Name

Signature of Participant

Date

Print Parent or Legal Guardian Name

Signature of Parent or Legal Guardian

Date