

**Battle Creek Public Schools Challenge Activities
Release and Assumption of Risk**

PLEASE READ CAREFULLY

In consideration of the services of The Battle Creek Public Schools Outdoor Education Center, its owners, agents, officers, employees, volunteers, participants, and all other persons or entities acting on its behalf (hereafter referred to as the BCPS OEC), I hereby agree to release, indemnify, and hold harmless as follows:

I acknowledge that my participation in challenge activities at the BCPS OEC is voluntary. I understand there is known risk and unforeseen risk involved, but that such risk plays a key role in challenge activities. I elect to participate in the challenge activities in spite of such risk.

Risks that may be involved, but are not limited to: slips, falls, and falling, rope burns, pinches, scrapes, twists, and jolts, which have the potential for resulting in emotional injury, scratches, bruises, sprains, lacerations, fractures, concussions, paralysis, death, or damage to myself, to property, or to third parties. The location of the activity may place me in contact with plants, animals, or insects, which have the potential of causing stings, allergies, and associated diseases.

I certify I will be in compliance with all standards, guidelines, and procedures of the challenge activities as established by the instructor. I understand that the instructors are knowledgeable and trained in facilitating the challenge activities, but they are not infallible or able to foresee all dangers and hazards

I certify that I will not be under the influence of, or in possession of any controlled substance including alcohol while on the BCPS OEC premises. I also will not be in possession of any weapons while on the BCPS OEC premises.

I am aware that signing this document authorizes the BCPS OEC to secure medical advice and services as deemed necessary for the health and safety of myself, and I agree to accept financial responsibility.

I agree to bear the responsibility of costs myself if the BCPS OEC, or anyone acting on its behalf, is required to incur attorney's fees or costs to enforce this agreement. I agree that if any portion of this agreement is found void or unenforceable, the remaining portion shall remain in full force and effect.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the BCPS OEC from all claims, demands, or causes of actions, which are in any way connected with my participation in the challenge activities or my use of the BCPS OEC's equipment or facilities, except that which arises out of gross negligence of the BCPS OEC.

PARTICIPANT NAME: (please print) _____

PARENT/GUARDIAN NAME (please print) _____

PARENT/GUARDIAN SIGNATURE

DATE