

**RELEASE, ACKNOWLEDGMENT OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

For in and consideration of participation on a **CLIMBING WALL, CHALLENGE GAMES, ROPES COURSES AND A ADVENTURE WILDERNESS TRIPS** to \_\_\_\_\_ on \_\_\_\_\_. Participant/Guardian hereby recognize/s that participation is voluntary. I understand that Youth Odyssey, Inc. could not offer this type of activity unless it took steps to protect itself and those associated with Youth Odyssey, Inc. from liability, and that is the purpose of this form. Participant/Guardian expressly agree/s and understand/s that Youth Odyssey, Inc., project members and all landowners shall not be liable in any way whatsoever for any injury, damage, loss, accident, delay, death, substitution or irregularity with respect to persons or property occasioned by any cause whatsoever arising out of or in connection with the activities.

I recognize that participation in the ROPES CHALLENGE COURSE activities include walking on cables, pine boards, telephone poles and uneven ground and supporting other participants body weight as a function of maintaining safe participation. I understand the ADVENTURE WILDERNESS trip will include vigorous exercise in which there are inherent risks. These risks FOR BOTH THE ROPES COURSE AND THE ADVENTURE WILDERNESS TRIP include by way of illustration: the risk of sprains, broken bones, cuts or strains from hikes, animal confrontations, motor vehicle accidents, getting lost, or even death, as well as other risks not listed. I understand that I must pay for participant’s medical and/or evacuation expenses should either be needed whether or not authorized by me.

For the same consideration and without conflict with the foregoing, Participant/Guardian hereby release/s and discharge/s Youth Odyssey, Inc., and all landowners, their officers, employees, agents and their heirs, successors and assigns, both in their official and individual capacities, jointly and severally, from any actions, causes of action, claims demands, costs and expenses on account of or in any way growing out of any and all loss of personal property as the result of any accident, delay or irregularity which may be caused neither in whole or in part by any defect in any vehicle, airplane, vessel, or negligent operation thereof or through any act omission or default of any company or person, or by reason of the condition or use of any real or personal property while Participant is en route to or from or participating in the activity or occasioned by it.

If nonetheless I/we shall seek to pursue and dispute with Youth Odyssey, Inc. it will be submitted to mediation. If the claim cannot be resolved by mediation the claim shall be submitted to binding arbitration which will take place in Corpus Christi, Texas and shall be governed by the laws of Texas and rules of the American Arbitration Association.

Participant/Guardian further promises to bind himself/herself and all heirs, administrators and executors to indemnify and forever hold harmless Youth Odyssey, Inc., and all landowners, their officers, and employees against loss, damage, or expense to Participant that may at any time be made or brought against any and all of said parties because of any accident or occurrence while Participant is en route to or from or participating in any activity related to the trip or occasioned by it. Participant/Guardian acknowledges the right of the Director to terminate the Participant’s relationship with the trip at anytime and for whatever reason.

I, the parent/guardian of the participant whose signature appears below give my consent for emergency medical and/or surgical treatment in a licensed hospital/clinic by a licensed physician should the condition require it in my absence. I understand that in such a case, reasonable attempts would be made first to contact me by Youth Odyssey, Inc. staff with time and conditions permitting. I further agree that I will be responsible for the entire cost of the same. I also understand and agree to all statements herein.

In the event that you (or the minor for whom you are signing below) have experienced or are experiencing any **condition, disability**, or illness that you, **to any extent**, know, believe, suspect, or contemplate may, **in any way whatsoever**, impair your (or the minor’s) or others’ ability to participate in any Youth Odyssey, Inc. event, activity, school, outing, climbing, or related activities and events, or to **perform any task or act required or ordinarily occurring** during any Youth Odyssey, Inc. event, activity, school, outing, climbing, or related activities and events. **IMMEDIATELY NOTIFY** the person or persons directing or responsible for the Youth Odyssey, Inc. event, activity, school, outing, climbing, or related activities and events of such condition, disability, or illness.

**Please complete persons to notify in the event of a medical emergency. PLEASE PRINT. MUST BE COMPLETE FOR YOUR CHILD TO PARTICIPATE IN ANY YOUTH ODYSSEY ACTIVITIES.**

1.Name/relationship/ph.# \_\_\_\_\_  
\_\_\_\_\_

2.Name/relationship/ph.# \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date  
Parent signature

\_\_\_\_\_  
Date  
Youth signature