

OUTSIDE HILTON HEAD

Acknowledgment and Assumption of Risks and Release and Indemnity Agreement

Introduction

Please read carefully! This document includes this introduction, an Acknowledgment and Assumption of Risks, a Release and Indemnity Agreement, a Conclusion and a Medical Questionnaire (hereafter 'Document'). **All participants must sign this Document and complete the Medical Questionnaire section.** For participants under 18 years of age (hereafter sometimes 'minor' or 'child'), Parent(s) or Guardian(s) (hereafter collectively 'Parent(s)') must also sign. References to 'I' or 'me' shall include adult and minor participants and the Parent(s) of minor participants, unless the context requires otherwise. In consideration of the services of Windsurfing Hilton Head, Inc. D/B/A Outside Hilton Head and their respective agents, owners, officers, employees, representatives, independent contractors and all other persons or entities associated with them (collectively referred to as 'OHH'), **participant, including Parent(s) of a minor participant, agree as follows:**

Acknowledgment and Assumption of Risks

OHH activities can take place on Page Island's premises or on other private, state or federally owned lands. Activities may include, but are not limited to: high and low element challenge and ropes course activities, camping, hiking, backpacking, orienteering, rafting, kayaking, camping games and initiatives, wilderness first aid and rescue and travel to and from the activities by boat or other means. Participants may engage in these activities independently, or as conducted by OHH staff or contractors (referred to in this Document as 'activities' or 'OHH activities'). **These activities include inherent and other risks, hazards and dangers** such as unpredictable and hazardous ground, water or weather conditions; falling, slipping, or other risks of challenge course use; misjudgments or carelessness of the leader, co- participants, contractors or others (e.g. driver, rescue squad, hospital); remote locations that can cause delays in transportation, evacuation and medical care and equipment that can fail or malfunction. **These and other risks, hazards and dangers can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.** I understand that OHH staff members are available should I have further questions about these activities, or the risks or physical demands of these activities. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety. I am voluntarily participating with knowledge of the risks, and I (and my Parent(s), if I am a minor), assume and accept full responsibility for the inherent and other risks of these activities (both known and unknown) and for injury, damage, death or other loss suffered by me, and my parent(s) if I am a minor, resulting from those risks.

Release and Indemnity Agreement

This release and Indemnity Agreement contains a surrender of certain legal rights. Adult participants and Parent(s), for themselves and for and on behalf of their participating child, agree as follows:

1. **To release and covenant not to sue OHH**, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim(s)'), in any way connected with my/my child's enrollment or participation in these activities, or use of OHH equipment or facilities. **I understand I agree here to waive all claims I or my child may have against OHH, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim or file a lawsuit against OHH, as result of any injury, damage, death or other loss suffered by me or my child;**
2. **To defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) **OHH** with respect to all claims brought by or on behalf of me, my child, a family member, a co- participant, or any other person for injury, damage, death, or other loss, in any way connected with my/my child's enrollment or participation in these activities or use of OHH equipment or facilities. **This release and Indemnity Agreement includes any claims caused or alleged to be caused, in whole or in part, by the negligence of OHH (but not its gross negligence or intentional or reckless misconduct) and includes claims for personal injury, property damage, wrongful death or otherwise.**

Conclusion

I (including participant and Parent(s) of a minor participant) agree that this Document, any dispute I have with OHH and all other accepts of my relationship with OHH are governed by the substantive laws of South Carolina (without regard to its conflict of laws rules) and that any mediation, suit or other proceeding must be filed or entered into only in South Carolina. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable South Carolina mediator. **I authorize** OHH personnel to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I agree that OHH has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with that care and transportation. **I authorize** OHH to use my or my child's photo for sale or reproduction in any manner OHH desires, for advertising, display, audiovisual or other use. I have reviewed all OHH program materials received, and agree to abide by all OHH rules and policies. **Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and Parent(s) of a minor participant agree: I have carefully read, understand and voluntarily sign this Document, and have honestly disclosed to OHH staff (and/or in the medical questions below) any medical, psychological or personal information that might compromise or affect my/my child's health or ability to participate. I will remember that a 'Challenge by Choice' atmosphere exists at all times and I/my child should not feel pressured to participate. I acknowledge that this Document shall be affective and binding upon me and my family, heirs' executors, representatives and estate. Parent(s) must sign below for any participating minor (those under 18 years of age).

Participant Signature/Parent Signature _____ Date _____ Print Name Here _____

Name _____ E-mail Address _____ Phone Number _____ Fax Number _____

Street Address _____ City _____ State _____ Zip Code _____

Medical Questionnaire

PRINT NAME: _____

QUESTIONS FOR PARTICIPANT (Parent(s) can complete for minor participants) RESPONSE

1) Do you have any pre-existing medical conditions? Yes No

If yes, please explain: _____

2) Are you taking any current prescription or non-prescription medication? Yes No

If yes and you are currently prescribed medication necessary to treat your condition you **MUST** have that medication on your person at all times.

If yes, what are they and what are they for? _____

3) Do you have any heart conditions? Yes No

If yes, please explain: _____

4) Do you have high blood pressure? Yes No

5) Do you have any allergies (food, bees, insects, medicines, etc.)? Yes No

If yes and you are currently prescribed medication necessary to treat your condition you **MUST** have that medication on your person at all times.

If yes, please explain: _____

6) Do you foresee any problems participating in any activity due to a lack of physical exercise back home? Yes No

If yes, please explain: _____

7) Do you feel any pressure or coercion from employer or others to participate? Yes No

8) Do you have a disability or other condition (physical, intellectual, emotional) that you believe may affect your health or well-being, the well-being of others, or your ability to participate in any activities? Yes No

If yes, please indicate the functional implications and any concerns about participation related to the disability or otherwise: _____

9) Describe your current level of physical activity: _____

In case of emergency contact: _____ **Phone:** _____

Health/Medical Insurance Company: _____

Policy # _____