

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

- Hiking
- Yoga
- Swimming *with Lifeguard Supervision*
- Rock Climbing Indoors
- Rock Climbing Outdoors *with Certified Instructor*
- Challenge Course
- Skateboarding
- Bike Riding
- Canoeing/Kayaking *with Lifeguard*
- Stand-up paddle boarding *with Lifeguard*
- Cross-training, Weightlifting
- Animal-assisted activities
- Guided Activities (e.g., Whale Watching, Circular TP Shuffle and Wobbly Log, Mohawk Walk, Tree Climbing, Zip Line and Ropes Course Activities)
- Rafting *with Lifeguard*
- Other \_\_\_\_\_

In consideration of my participation in the identified activities (list is not exhaustive of all possible activities) (the “Program”), which is hosted by Excelsior Youth Center, Excelsior Holistic Schools, Inc., Excelsior Wellness, Excelsior Integrated Care Center – Family Care Spokane (d/b/a Excelsior Family Medicine), or any of their affiliates, subsidiaries, agents or assigns (collectively hereafter referred to as “Excelsior”), I hereby acknowledge and agree to the following terms of this Release of Liability, Assumption of Risk and Indemnification Agreement (this “Agreement”), which includes a release of liability:

1. **I ACKNOWLEDGE AND UNDERSTAND THAT PARTICIPATING IN THE PROGRAM, BY ITS VERY NATURE, INCLUDES CERTAIN INHERENT RISKS** that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but range from minor personal injury, such as cuts, lacerations, and broken bones to catastrophic injuries including paralysis and death. **I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS PROGRAM** or during any transportation to or from the Program, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I understand and appreciate the risks that are inherent in the above-listed Program. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I understand that I have the right to refuse to sign this form and Excelsior has the right to refuse my participation in the Program if this form is not signed. I further understand that I am ultimately responsible for my own safety and if I notice unsafe conditions, I will notify the nearest available employee of Excelsior. I further understand that I must obey instruction provided to me by

2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Excelsior from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity (the Program) or my use of Excelsior’s equipment or facilities, **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF EXCELSIOR.**

3. I understand that at this Program or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used in any and all forms and media and in all manners including composite images or distorted representations, for the purposes of publicity, illustration, commercial art, advertising, publishing (including publishing in electronic form on CDs or internet websites), and for any product or services, by Excelsior and its assigns. I further waive any and all rights to review or approve any uses of the images, any written copy or finished product.

I understand that I may revoke this authorization at any time, but such revocation must be in writing and received by Excelsior by registered mail. Revocation affects disclosure moving forward and is not retroactive. This authorization expires 99 years from the date signed below.

If desired, copy provided:

- Yes, I would like a copy of this form. (Initialed by Excelsior staff, copy provided by \_\_\_\_\_.)
- I decline photo consent, signed. \_\_\_\_\_

4. Should Excelsior or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Excelsior, I agree to do so solely in the state of Washington, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS **RELEASE** HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to participate in the Program, I accept and agree to the full contents of this Release of Liability, Assumption of Risk and Indemnification Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Program. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND Excelsior from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child** during the Program or in any way related to the Program. This includes any claim of the minor and any claim arising from the negligence of Excelsior.

My child may not participate in the following activity: (Please list and be specific)

\_\_\_\_\_

Parent/Responsible Adult Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_