



## **Acknowledgement and Assumption of Risks and Agreements of Release of Liability and Indemnity**

**OPEN ROADS ACADEMY, INC**

**(EIN: 74-3022678)**

In consideration of the services of Open Roads Academy, Inc., doing business as, and referred to in this document as, “Open Roads”, Student and Student’s parent or guardian (who is referred to as “Parent”, and who signs for himself or herself and on behalf of a minor student), acknowledge and agree as follows:

We (Student and Parent) acknowledge that although Open Roads has attempted to reasonably manage the risks of the program in which the student will participate, and to provide the student with appropriate equipment and skilled staff for the program, the activities of the program have risks, some of which cannot be eliminated without significantly changing the nature and benefits of the activity. These activities and their risks can cause loss or damage to the student’s equipment, injury, illness, and, in extreme cases, permanent trauma, disability or death. We understand that Open Roads does not wish to frighten the student or reduce his or her enthusiasm, but considers it important for the student to know in advance what to expect and to be informed of the activities’ inherent and other risks. The following describes some, but not all, of those risks.

Open Roads’ activities sometimes occur in remote places, many hours from medical facilities. Communication and transportation are difficult and sometimes evacuation and medical care may be significantly delayed by as much as two to six hours, or more, depending on location, weather and other circumstances.

Travel is by aircraft, motor vehicle, and on foot over unpredictable terrain, and in rafts on swiftly moving water and sea kayaks in the open sea. Risks include collision, falling, capsizing, immersion in cold water and other risks associated with such travel, including, in extreme cases, drowning.

Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes and predators, including large animals; falling and rolling rock; lightning, avalanches and flash floods, and the forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, high altitude illness, sunburn, heatstroke, dehydration and other mild or serious conditions.

Decisions are made by the instructors and students usually in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

We understand the description above of these risks is not complete and that other risks, known or unknown, anticipated or unanticipated, inherent and otherwise, may result in property loss, injury or death. Student elects to participate with full acknowledgement and understanding that risks will be encountered and may cause harm.

**Acknowledgment and Assumption of Risks** Adult Student (eighteen years of age or older), and Parent (whether Student is an adult or minor) represent that the student is capable of participating in these activities, and assume and accept full responsibility for the student and for injury, death, and loss of personal property and expenses suffered by the student as a result of the risks and dangers of the program, whether or not identified herein. The signature below of a minor student reflects that Parent has explained the activities and risks of the program to the minor student and the minor student acknowledges and assumes those risks and chooses to participate in spite of those risks.

**Agreements of Release and Indemnity** Adult Student, or, if Student is a minor, Parent (who agrees for himself or herself and on behalf of the minor student), hereby releases Open Roads Academy, Inc., its Board of Directors, employees, agents, contractors and representatives (hereinafter referred to as “Released Parties”) from all claims, responsibility and liability for personal injury, including death, and damage to or loss of property, in any way related to Student’s enrollment or participation in the activities of Open Roads. In addition, Adult Student and Parent (whether of a minor or adult student), agree to defend and indemnify (that is, protect by payment or reimbursement) the Released Parties, and each of them, from 1) any and all claims of Student or a member of Student’s family arising out of Student’s enrollment or participation in the activities of Open Roads, and 2) any and all claims of other persons, including co-participants, rescuers and others, arising from the conduct of Student.

These agreements of release and indemnification will be enforceable even if the claim or

loss arises in whole or in part from the negligence of Open Roads or any other Released Party.

Should the behavior or health of Student require his or her removal from the program, Adult Student and Parent accept responsibility for all associated expenses, including evacuation.

Open Roads is hereby granted authority to provide or obtain emergency hospitalization, surgical or other medical care for Student should the need arise, and to exchange medical information with third party medical care providers. Adult Student and Parent are responsible for all costs associated with such care.

Any dispute between Open Roads or another Released Party and Student or Parent shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of California and any mediation or suit shall occur or be filed only in Los Angeles County, California. If the parties to this agreement have a legal dispute which cannot be settled otherwise, the parties will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Illinois courts as persons qualified for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association in Los Angeles County, Illinois. Adult Student and Parent agree to pay all costs and attorneys' fees incurred by Open Roads or another Released Party in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that such party is not responsible for the injury or loss.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

During the course of Open Roads programs, photographs and videos of students will be taken by staff and students, to record the experiences of participants and staff. Photographs, films and writing will also be created by student and staff during the Open Roads Program. Student and Parent give permission to Open Roads, and assign the rights, to use of any such photographs or videos of the student, and/or any writing, photographs, videos or other materials created by the student, in any of Open Roads' print, video, or on-line promotional materials, or for the purpose of promotion, commercial sale and/or fundraising for Open Roads.

If any portion of this agreement is deemed unenforceable by a court of law, the remaining

provisions nevertheless will be in full force and effect.

The undersigned have read, understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the Student, Parent, the student's family and upon their heirs, assigns, personal representative and estates.

Student name: \_\_\_\_\_ Student signature:  
\_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian name: \_\_\_\_\_ Parent or Guardian  
signature \_\_\_\_\_ Date: \_\_\_\_\_