

PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISK AGREEMENT

1. Shodair Children’s Hospital (Shodair) is a nonprofit organization that provides psychiatric care to children and adolescents. Its programming incorporates recreational activities, including a ropes course that was built on its campus. Shodair allows volunteers and other participants to utilize the ropes course when it is not being used by patients.
2. The use of the ropes course involves personal risks. These risks include but are not limited to the risks inherent in outdoor physical activity, such as slipping and falling from the course, sunburn, rope burn, cuts, exhaustion, risks associated with interacting with other persons who may contribute to or cause injury due to any of the risks above, and general personal injury related to any of the risks above.
3. The participant agrees that their decision to use the ropes course is made freely, voluntarily, and with the knowledge of the existence of risks. By their signature below, the participant acknowledges, recognizes, and assumes the risks of participating on the ropes course.
4. The participant agrees that they will not utilize the ropes course without express permission from and the presence of authorized Shodair employees. The participant further agrees that they have no illness or physical or mental condition that preclude them from participating on the ropes course and that they are not participating against medical advice.
5. In the event that the participant needs medical care, the participant agrees that persons associated with the ropes course may render or seek medical care as they deem necessary for the participant’s health.
6. The participant acknowledges that they have been provided information about the use of the ropes course that they have found adequate, that they have been provided the opportunity to ask any questions they deem necessary prior to their participation on the ropes course, and that either their questions have been answered to their satisfaction or they did not have any questions to ask.
7. Shodair may, in its sole discretion, decide to end the participant’s use of the ropes course.
8. Participant agrees to defend, indemnify, and hold harmless Shodair, its officers, trustees, employees, volunteers, and agents from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys’ fees) that arise out of or in connection with: (1) participant’s breach of this Agreement; or (2) participant’s negligent or intentionally wrongful acts or omissions. This indemnification shall supplement, and not supersede or replace, any protection or rights that may be afforded to participant under any insurance policies that provide coverage for an act that may serve as the basis for a claim of indemnification hereunder.

Printed Name of Participant

Signature of Participant

Date