

Pomona College Outdoor Education Center

601 Amherst Street • Dialynas Hall • Claremont, CA 91711 • Phone 909-607-2531

Ropes Challenge Course at La Casita Program Center, 150 Pomello Drive, Claremont, CA 91711

Participant & Emergency Contact Info

Ropes challenge courses can be physically demanding and may include running, jumping, being lifted, and lifting or spotting others. The courses can be mentally, socially, and emotionally challenging as well. The OEC educational philosophy is “Challenge of Choice,” which means that we believe optimum benefit and learning occur when the challenges are freely chosen by the participants. Your OEC facilitators will make every reasonable effort to teach the associated skills and safety procedures which help to create a supportive environment in which accepting challenges is encouraged. Your responsibility is to make appropriate choices regarding your participation in the activities, based on your understanding of the benefits to be gained, risks involved, and your personal health.

Please prepare for your day by bringing: closed toed athletic shoes (not sandals), a water bottle, layers of clothing that are loose fitting and may well get dirty, a snack, sunscreen, a hat, a small bag or pack to keep items in.

Name of Participant: _____ **Program Date(s):** _____

Name of Parent/Guardian of Participant (if minor): _____

The purpose of providing the following important information is to help us in the case of an emergency. Also below list anything which may help us in case an illness or injury should occur. The information that you provide will be shared only as necessary to help you.

Emergency Contact Name: _____ **Phone: (____)** _____

Relationship: _____ **Other Phone: (____)** _____

Alternate Emergency Contact

Name: _____ **Phone: (____)** _____

Relationship: _____ **Other Phone: (____)** _____

If you have a history of illness or physical challenges, for example —asthma, diabetes, epilepsy, heart conditions, pregnancy, previous injuries, allergies or are taking any medications that might affect your participation, please:

1. **Consider consulting with medical professionals about your participation before the program.**
2. **Take care of yourself with whatever you usually do when doing physical activity, whether that means extra food, water and medical remedies such as inhalers, epi pens or medications or braces.**
3. **Talk to our staff before the program begins about your concerns, and let us know if there is anything you want us to do to help during the program or if something occurs.**

(TURN OVER TO COMPLETE SECOND SIDE)

**ASSUMPTION OF RISKS, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
AND RELEASE OF LIABILITY**

Assumption of Risks: I, the undersigned, am voluntarily participating in the **Ropes Challenge Course (“Ropes Challenge Course”)** at **La Casita Program Center, 150 Pomello Drive, Claremont, CA 91711, on the following date(s): _____**. I understand that this there are inherent and significant risks associated with observing and/or participating in the activities offered at the Ropes Course Challenge (the “Challenge Activities”) by the **Outdoor Education Center (OEC) of Pomona College & Girl Scouts of Greater Los Angeles (GSGLA)**, including, but not limited to:

- i. falls, and all manner of injury related to such falls and hitting the ground/other surfaces, ropes, people or objects;
- ii. abrupt and possible damaging contact with fixed objects and other persons;
- iii. anxieties and/or fears which may accompany activities at heights which may reach 60 feet;
- iv. close contact with other participants which may involve inadvertent and unwelcome touching;
- v. the failure of structures and equipment;
- vi. the carelessness of other participants and misjudgments on the part of the staff of the OEC/GSGLA; and
- vii. the unpredictable forces of nature.

In addition, I:

- i. understand that each person (myself/my child) has a different capacity for participating in Challenge Activities;
- ii. have, to the best of my knowledge, no physical/emotional conditions which make a risk to myself/others;
- iii. understand that injuries, both physical and emotional, may result from the programs and activities and use of the challenge course and climbing wall and related equipment and activities, including, but not limited to: (i) minor injuries such as emotional upset, anxiety, scratches, bruises, and sprains; (ii) major injuries such as breaks, eye injury or loss of sight, joint or back injuries; and catastrophic injuries including paralysis and death;
- iv. willingly assume risk of injury or health risk for myself/my child and assume full responsibility during and after my/my child’s participation in the Challenge Activities;
- v. freely accept and fully assume all responsibility for all risks of serious bodily/personal injury, illness, property damage or loss, or death resulting from my/my child’s participation in the Challenge Activities; and
- vi. understand that I may choose not to participate/permit my child to participate in Challenge Activities.

Waiver: In addition to any consideration given to OEC/GSGLA for my participation in the Challenge Activities, I understand and agree that as in consideration of being permitted to participate in Challenge Activities, I will release, waive, covenant not to sue and discharge from liability The Claremont Colleges (Pomona College, Harvey-Mudd College, Claremont McKenna College, Scripps College, Pitzer College, Claremont Graduate University, and the Keck Graduate Institute), Girl Scouts of Greater Los Angeles, and the respective officers, directors, agents, employees, subcontractors, volunteers, agents, assigns, successors, or lessors of each of them (collectively, the “Releasees”) for any and all damage, injury, or death to myself or any other persons or property, in any way connected with my participation in Challenge Activities, including transportation to and from this activity.

Indemnification and Hold Harmless: I also agree to INDEMNIFY, RELEASE AND HOLD Releasees HARMLESS from any and all claims (including the negligence of Releasees), actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result of my involvement in the Challenge Activities, and to reimburse them for any such expenses incurred, including attorney’s fees.

Acknowledgment of Understanding: I have carefully read this agreement and fully understand all of its terms and conditions, and **understand that I am giving up substantial rights, including my right to sue.** I understand that this is a release of liability, which could legally prevent me from filing a lawsuit or making any other legal claim for damages in the event of my death or injury. With this knowledge, I am entering into this agreement fully and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. I agree that this agreement is binding upon me, my spouse, my heirs, my children including any guardian *ad litem* for the children, my assignees, and legal representatives. I understand and agree that if I am signing this agreement on behalf of my minor child that I am giving up the same rights for the minor as I would be giving up if I signed this document on my own behalf.

I acknowledge that I am accepting the terms of this Agreement and agree that it is binding with my signature.

Signature of Parent/Guardian of Minor

Date

Signature of Participant

Date