



## Parental Consent, Release, Waiver of Liability, Assumption of Risk and Photo Release For participants under 18 years of age

I, \_\_\_\_\_ ("Guardian"), the undersigned parent or legal guardian of, \_\_\_\_\_ ("Minor"), in consideration of the Minor being permitted to participate in any events or programs offered by Rippleffect, expressly agree as follows:

1. **Consent and Assumption of Risk.** I understand and acknowledge that sea kayaking, challenge courses, hiking, rock climbing and living in the outdoors may be a part of Rippleffect programs, and that the above activities are physically and emotionally demanding and involve significant risks and hazards, such as collision with power boats, hypothermia, joint or trauma injuries and even drowning. I am also aware of the risk associated with the many other activities involved in a Rippleffect program, including but not limited to: rock climbing, steep ledges, trail clearing (using non-powered hand tools). In addition to the risks inherent in each of the aforementioned activities, I also understand and acknowledge there are also numerous other unpredictable hazards and stresses. I am aware of the Minor's experience and capabilities and believe that the Minor is fully capable of participating in these activities. I am voluntarily consenting to the Minor's participation in such activities with full knowledge of the risks and dangers involved, including serious bodily injury, permanent disability, paralysis and death and agree to accept any risk of injury or death. I also understand that while Rippleffect instructors, guides or leaders have first aid training, they are not trained in extensive emergency medical procedures and that in the event of a serious medical emergency, treatment may be as much as several hours away. I give my permission to the guides, instructors and other participants involved in the program to seek additional emergency medical treatment for the Minor, in the event that the Minor is unconscious or I cannot otherwise consent.

2. **Duty to Instruct.** I fully understand and will instruct the Minor that: (a) Rippleffect's programs involve activities that are inherently dangerous and involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others, the condition and layout of the premises on which the activities occur and equipment thereon, or the negligence of Rippleffect or its Related Parties as identified below; (c) there may be other Risks not known to me or that are not readily foreseeable at this time; and (d) the social and economic losses and/or damages that could result from these Risks could be severe and could permanently change the Minor's future.

The Minor agrees to exercise all necessary caution during any instructions and to obey the safety requirements of those assisting him/her. I also agree to inform Rippleffect, the guides and instructors of any significant aspects of the Minor's physical condition or medical history that might increase the risk to him/her or others. I understand that Rippleffect staff members have the authority to immediately dismiss the Minor from a program if s/he is engaged in behavior that is considered physically or emotionally unsafe, which may include but is not limited to violence, inappropriate sexual behavior, or consumption of alcohol, drugs, or tobacco.

3. **Release.** The undersigned, being the parent or legal guardian of Minor, on behalf of myself, anyone who could claim through the and on behalf of the Minor, releases and discharges Rippleffect and its Related Parties – including, but not limited to, all guides, leaders, instructors, employees, agents, members, promoters, sponsors and all affiliates – from any claim which the Minor or undersigned may have individually and/or as parent/guardian of the Minor, as well as any action that the Minor may have against Rippleffect and/or its Related Parties arising directly or indirectly from or attributable in any legal way to any negligence, action or omission to act for damage and/or injury that may befall Minor as a result of his/her being a participant in Rippleffect's programs and engaging in any type of activity resulting in injury, death or damage to Minor.

4. **Indemnification.** I forever agree to indemnify and defend Rippleffect and its' Related Parties against and hold it harmless from any and all damages, claims, losses, liabilities, liens, causes of action, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown,

foreseen or unforeseen, brought by or on behalf of the Minor or any third party arising from or caused as a result of the Minor's participation in Rippleffect's programs, including, but not limited to, any claims alleging Rippleffect and/or its Related Parties negligence.

5. **Complete Waiver.** I agree that this Continuing Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") extends to all acts by Rippleffect and its Related Parties, now and in the future and if any portion thereof is held invalid, the balance shall, not-withstanding, continue in full legal force and effect.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT ON MY BEHALF AND ON BEHALF OF THE MINOR, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, NOW AND IN THE FUTURE, AS PROVIDED IN THIS RELEASE.**

Printed Name of Participant (Minor): \_\_\_\_\_

Minor's Date of Birth: \_\_\_\_\_

Printed Name of Parent/Legal Guardian: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

I \_\_\_\_\_ (Parent/Legal Guardian) hereby give permission to the certified Rippleffect staff members to administer medical treatment deemed necessary by Rippleffect guides, employees and related parties, hospital personnel or emergency medical technicians in the event of any injury to \_\_\_\_\_ (Participant's Name) while participating in Rippleffect programs.

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

I give permission to Rippleffect principals, directors and staff to use photographs and video of the Minor's likeness in its marketing and grant reporting.

Signature of Parent/ Legal Guardian \_\_\_\_\_ Date: \_\_\_\_\_