

Outdoor Education Program Springside Chestnut Hill Academy 500 West Willow Grove Ave. Philadelphia PA, 19118 215-247-7200

Outdoor activities carry certain inherent risks. Some can be strenuous and are of a different nature than most participants normally are involved in. Every precaution is taken to ensure the safety of all involved; however, all of us have individual limitations, which may affect our participation in certain activities.

Today's Date: / /			
Name:			
Address:	City:	State:	Zip:
Phone#:	Birth Date:		
Emergency Contact:	Emergency Phone #		

Type of program: High and Low Rope Course

Date of Program:

RELEASE AND COVENANT NOT TO SUE: IMPORTANT NOTICE

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THIS DOCUMENT, LEGAL ADVICE SHOULD BE SOUGHT BEFORE TAKING PART IN ANY ADVENTURE ACTIVITY. By signing this document, you are giving up your right to bring a Court action, now or anytime in the future, in order to recover compensation or obtain any other remedy for any injury to yourself or your property, including your death however caused, arising out of your use of the facilities or services of Springside School.

1. ACKNOWLEDGEMENT OF RISKS

The undersigned individual ("User") acknowledges and agrees that adventure activities and the facilities used and/or maintained by Springside Chestnut Hill Academy, a Pennsylvania corporation ("School") including without limitation its climbing wall, ropes challenge course and other exercise, fitness and training facilities and equipment ("Facilities"), have inherent dangerous risks. User fully recognizes and appreciates the dangers inherent with adventure activities. User agrees that User is assuming the complete risk of harm since User desires to climb or take part in other activities. User realizes that User is subject to injury from this activity and that no form of pre-planning and/or training can remove all of the dangers to which User is being exposed. User further represents and warrants to School that User has full knowledge of the nature and extent of all the risks associated with adventure activities and use of the facilities, including but not limited to:

1. All manner of injury resulting from falling off the ropes course, climbing wall, hitting structural faces and projections, hitting the ground, floor, rope abrasions, entanglement and other injuries resulting from activities on or near the climbing wall including climbing, belaying, rappelling, lowering on rope, rescue systems and any other rope techniques;
2. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes or climbing hardware;
3. Cuts and abrasions resulting from contact with the climbing wall, other climbers, equipment and/or the facility in general;
4. Failure of ropes, slings, harnesses, climbing hardware, anchor points and or/any other equipment utilized by the School whether or not supplied by the School.
5. Incidental injuries resulting from tripping or stumbling while participating in games, warm-ups and related activities.

User further acknowledges that the above list of risk factors is for illustration purposes only and is not an exclusive and/or exhaustive list. The above list in no way limits the absolute and comprehensive nature of this Release and Covenant Not to Sue. User may be injured in manners not listed above and User agrees that User, by the Release below, releases the School as stated in the Release below for any injury whatsoever.

RELEASE

In consideration of User's permission to use the facilities, User agrees that User shall release, remise and on behalf of User, User's heirs, personal representatives and assigns does hereby release, remise and forever discharge the School, its officers, directors, shareholders, attorneys, contractors, consultants, assigns, affiliates, agencies, workmen and/or employees (collectively, "Employees") of and from any cause of action, claim, demand, right, damage, loss, expense and/or compensation of any nature whatsoever including but not limited to any claim of negligence, which User, User's heirs, personal representatives and assigns may now have, or in the future shall have against the School on account of personal injury, property damage, death or accident of any kind, the consequences thereof and the consequential damages therefrom, arising out of or in any way related to User's use of the facilities, whether that use is supervised or unsupervised by the School or its employees, regardless of how the injury or damage is caused.

This release is a Pennsylvania contract and User consents to the jurisdiction and venue of Bucks County, Pennsylvania for any action relating to this Release, regardless of User's residence or domicile.

User represents and warrants to the School that User is of lawful age (18 years or older) and otherwise legally competent to sign this Release. User further understands that the terms of this Release are legally binding and User certifies that User has signed this Release of User's own free will, after having carefully read and understood it.

IN WITNESS WHEREOF, User has executed this Release on the day of _____, 20_____

Parent/Guardian Signature

Parent/Guardian Printed Name

IF USER IS A MINOR: If User is a minor, the User's parent and/or guardian must sign this consent. By signing this Release, the parent and/or guardian agrees that the parent and/or guardian has read this Release in full, understands the risks and hazards inherent in rock climbing and agrees that the minor and the parent/guardian shall comply with the terms and conditions set forth in the above Release.