



**Battle Creek Outdoor Education Center
Challenge Activities
Release and Assumption of Risk**

10160 S. M-37 Hwy.
Dowling, MI 49050
269-721-8161

PLEASE READ CAREFULLY This release is required for participation in all challenge activities as defined by the Battle Creek Outdoor Education Center. This may include yet is not limited to challenge activities led and facilitated by OEC staff such as team building, (teams course, Sherwood Forest, the wall, the beam, or other group activities), climbing tower, high ropes, canoeing, and archery.

Initial each section below to indicate that you have read, understand, and agree to the section following your initials. Parents/Guardians/Legal Representatives should initial on behalf of participating minors after discussing each section with them, indicating that both the minor and the Parent/Guardian/Legal Representative agree to each section.

In consideration of the services of The Battle Creek Public Schools Outdoor Education Center, its owners, agents, officers, employees, contracted workers, volunteers, participants, and all other persons or entities acting on its behalf (hereafter referred to as the BCPS OEC), I hereby agree to release, indemnify, and hold harmless as follows:

_____ I acknowledge that my participation in challenge activities at the BCPS OEC is voluntary. I understand there is known risk and unforeseen risk involved, but that such risk plays a key role in challenge activities. I elect to participate in the challenge activities in spite of such risk.

_____ Risks that may be involved, but are not limited to: slips, falls, falling, rope burns, pinches, scrapes, bumps, twists, and jolts, which have the potential for resulting in emotional injury, scratches, bruises, sprains, lacerations, fractures, concussions, paralysis, death, or damage to myself, to property, or to third parties. The location of the activity may place me in contact with plants, animals, or insects, which have the potential of causing stings, allergies, and associated diseases.

_____ I understand that some challenge activities have height, weight, size, age, strength, health, or fitness requirements and limitations. These or other conditions, limitations, or requirements, as determined by myself or by an OEC instructor, could necessitate that I use or wear additional safety equipment, participate in a modified or limited version of an activity, or be excluded from participation in an activity.

_____ I agree to bear the costs of any piece of the BCPS OEC's equipment or part of its property that may be damaged or destroyed as a result of not following instructions or improperly using said equipment.

_____ I certify I will be in compliance with all standards, guidelines, and procedures of the challenge activities as established by the instructor. I understand that the instructors are knowledgeable and trained in facilitating the challenge activities, but they are not infallible or able to foresee all dangers and hazards

_____ I acknowledge that I am in good health and I do not have any medical or physical limitations that would hinder my participation in the challenge activities. I certify that I will not be under the influence of, or in possession of, any controlled substance including alcohol while on the BCPS OEC premises. I certify I will not be in possession of any weapons while on the BCPS OEC premises.

_____ I am aware that signing this document authorizes the BCPS OEC to secure medical advice and services as deemed necessary for the health and safety of myself, and I agree to accept financial responsibility.

_____ I agree to bear the responsibility of costs myself if the BCPS OEC, or anyone acting on its behalf, is required to incur attorney's fees or costs to enforce this agreement. I agree that if any portion of this agreement is found void or unenforceable, the remaining portion shall remain in full force and effect.

_____ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the BCPS OEC from all claims, demands, or causes of actions, which are in any way connected with my participation in the challenge activities or my use of the BCPS OEC's equipment or facilities, except that which arises out of gross negligence of the BCPS OEC.

I give permission for me (or for my child, if participant is a minor) to be photographed **and** for this photograph to be used on promotional media for the camp. No names shall be released and no compensation will be provided. YES NO

Participant Name: (please print) _____ DATE _____

Participant Signature: (Minors must sign) _____

Parent/Guardian/Legal Representative Name: (please print) _____

Parent/Guardian/Legal Representative Signature: _____