



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

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

This release is required for you / your student’s optional participation in all challenge activities offered by the Battle Creek Public Schools Outdoor Education Center (BCPS OEC). Challenge activities may include but are not limited to those 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, Archery and Swimming.

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 provided by BCPS OEC, its owners, agents, officers, employees, contracted workers, volunteers, participants, and all other persons or entities acting on its behalf, I hereby agree to release, indemnify, and hold harmless the Battle Creek Public Schools and the BCPS OEC as follows:

_____ I acknowledge that my / my student’s participation in challenge activities at the BCPS OEC is purely voluntary. I understand there is known risk and unforeseen risk involved, but that such risk is inherit and unavoidable in challenge activities. I agree to assume all risk and hereby waive any and all related claims or injuries arising out of my / my student’s participation.

_____ Risks include 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, illness, paralysis, death, or damage to myself / my student, to property, or to third parties. The location of the activity may place me / my student in contact with plants, animals, or insects, which have the potential of causing stings, allergies, and associated diseases.

_____ I understand that some challenge activities require participants to wear safety equipment and/or be lifted, spotted, or belayed. If the provided safety equipment does not properly fit me / my student, or if I / my student cannot be safely lifted, spotted or belayed as determined by an OEC staff, I / my student may need to 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 understand that the OEC staff 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 / my student is in good health and I do / my student does not have any medical or physical limitations that would hinder my / their participation in the challenge activities. I certify that I / my student 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 / my student 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 me / my student, 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 / my student’s optional participation in the challenge activities or my / my student’s use of the BCPS OEC’s equipment or facilities, except that which arises out of gross negligence of the BCPS OEC.

YES NO I give permission for me (or for my student) 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.

Participant Name: (please print) _____ DATE _____

Participant Signature: (Minors must sign) _____

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

Parent/Guardian/Legal Representative Signature: _____