

A signed copy of this waiver must be presented before or on the day of the race for each participant. Teams without waivers for all participants will not be allowed to race.



Signed waivers may be faxed in advance to (310) 671-4499 ATTN: Teen Adventure Challenge Committee or scanned and emailed to info@teenadventurechallenge.com.

LIABILITY WAIVER

THIS INFORMATION AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT CAREFULLY AND THOROUGHLY UNDERSTAND ITS RAMIFICATIONS BEFORE SIGNING. DO NOT SIGN IT OTHERWISE.

DUTY OF PARTICIPANTS: Some recreational activities conducted by Good Sports Plus Ltd., a California corporation doing business as CORE Educational Services and arc (“CORE and arc”), may be hazardous to and create risks for participants. All participants have an obligation and duty to act as a reasonably prudent person when participating and engaging in the recreational activities offered by CORE and arc. If a participant cannot abide by the foregoing, the participant should not join in the activities and should advise the on-site representative of CORE and arc at once. The on-site representative of CORE and arc will determine in their sole judgment how to proceed.

I/We, the undersigned, hereby promise, covenant and agree:

- a. to immediately, fully and diligently follow the directions and instructions of the on-site representative of CORE and arc.
- b. not to act in any way which shall interfere with the running or operation of rock climbing, kayaking, mountain biking, or any other activity (the “Activities”) when such activities are conducted by CORE and arc.
- c. not to act in any way which shall interfere with CORE and arc or the on-site representative of CORE and arc and their administration, supervision or conduct of the Activities of CORE and arc’s business.
- d. not to use any of CORE and arc’s equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions and until I have requested and received sufficient instruction to permit safe usage as determined by CORE and arc.
- e. not to use any of CORE and arc’s equipment or facilities or services without the permission of the on-site representative of CORE and arc or after any prior permission has been revoked.
- f. not to engage in any dangerous, unsupervised or harmful conduct or willfully or negligently engage in any type of conduct which threatens or contributes to or causes any injury to any person including myself during, before or after the Activities have commenced.
- g. not to embark in any self-initiated activity without first informing the on-site representative of CORE and arc of my intentions and receiving permission from CORE and arc to engage in such self-initiated activity.
- h. not to violate the foregoing and/or any other rules of CORE and arc and to allow the onsite representative of CORE and arc, at their sole discretion, to terminate my participation in the Activities. There will be no refund or proration of any fee in case of termination.
- i. that CORE and arc reserve the right to cancel or change programs or activities as listed in their brochures when necessary.
- j. that CORE and arc are not responsible for the loss or damage to my child’s personal belongings.
- k. to accept full responsibility, financial or otherwise, for the conduct of my child. In order to make each Participant’s experience fun, safe and rewarding, we hold high expectations in attitude and behavior. CORE and arc or the school/organization may dismiss a child at any time (prior to or during a trip) for disciplinary reasons. I understand that there is no refund should my child be dismissed from an activity for behavior deemed unsatisfactory or if, in the sole opinion of the activity director, a Participant’s presence is not in the best interest of the activity.
- l. that there are no refunds for deposits. A \$25 fee will be charged for bounced checks and/or refunds. Requests for balance refunds must be made six weeks prior to an event/trip.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK: The undersigned fully understands and acknowledges that the activity which the Participant is about to voluntarily engage in as a participant and/or volunteer bears certain known and unknown

physical risks and unanticipated risks or chances for accidents which could result in injury, disability, death, illness of disease, physical or mental, or damage to the Participant, to the Participant's property, or to spectators or other third-parties. The undersigned fully and completely accepts and assumes all responsibility and risk for injury, disability, death, illness, or disease, or damage to the Participant and the Participant's property. Participation in the Activities is purely voluntary; no one is requiring or forcing the Participant to participate, and the undersigned elects to freely and knowingly participate in spite of all known and unknown risks and possibilities of adverse consequences. The undersigned further acknowledges that without the foregoing statement, CORE and arc would not have agreed to allow the Participant to participate in the Activities.

PICTURES AND PUBLICITY: All likenesses, pictures, videos and recordings of any type or nature no matter the format, taken or produced in connection with the CORE and arc programs are the sole and exclusive property of CORE and arc and may be used in any promotional materials or in any publicity endeavors. The undersigned grants permission for the foregoing use without need for any further consent, payment or signed release.

RELEASE: In consideration of the services and/or property provided, the undersigned for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby fully release and hold harmless CORE and arc, its principals, directors, shareholders, officers, agents, employees, and volunteers from any and all liability, expense (including attorney's fees), loss or charge associated with the Activities, and further waive any cause of action (whether in tort, contract or strict liability) or complaint for any damage whatsoever arising from or related to any cause whatsoever (except that which is gross negligence or intentional misconduct solely by CORE and arc). I further agree to indemnify, defend and/or reimburse CORE and arc for any and all attorney's fees and costs CORE and arc or its principals, directors, shareholders, officers, agents, employees, and volunteers may incur should I bring legal action against CORE and arc and lose. CORE and arc shall not have had to incur any costs to claim the benefits of this indemnity. The release, waiver, indemnity, right of defense and reimbursement shall survive the termination of the Activity and have no limit in scope or duration. The undersigned specifically and knowingly releases all rights under California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ENTIRE AGREEMENT: I, the undersigned, understand that this is the entire agreement between myself and CORE and arc, its agents or employees, and that it cannot be modified or changed in any way by the representatives or statements of any employees of CORE and arc or by me unless in writing signed by the President of CORE and arc.

SCHOOL/AGENCY

TEAM NAME

PARENT/GUARDIAN
(if participant is under 18)

DATE

NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

DATE