



Assumption of Risk and Hold Harmless Release
Gathering Skills with James Horvath ("the program")

Child's Full Name

Child Date of Birth

Parent/Guardian #1 Full Name

Parent/Guardian #2 Full Name

The safety of each child is the highest priority. We take all reasonable precautions to ensure your child's physical and emotional safety and to provide a quality learning experience that focuses on fun, safety and character development. As in any other experience, we cannot eliminate all risk from our programs. By signing the following statements you will be acknowledging that you understand the risks of attending this program, and assume liability for your child's participation.

ASSUMPTION OF RISK. I understand that James Horvath considers it important for me to know in advance what to expect and to be informed of the inherent risks involved in projects and outdoor activities, including and exceeding those listed. The program primarily takes place outdoors in woods, forest, fields, and mountainous terrain that can be rocky, slippery and occasionally be near bodies of water. The following potentially dangerous activities, as well as others not mentioned, may be undertaken: log/tree climbing, camping, physical games (such as tag), canoeing, building natural shelters, hiking, kayaking, wading in knee high water, cooking, fire building, orienteering, knife usage and use of both manual and power hand tools. In addition, the participant may encounter mosquito bites, insect stings, ticks, snakes, predators and other animals, and other outdoor hazards. These activities, events and encounters can potentially cause personal injury, property damage, illness or death.

I fully understand that the above description of the risks is not complete and that there may be other unknown or unanticipated risks. These inherent risks cannot always be foreseen nor eliminated without destroying the unique character of the activities. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that participating in the activities provided by James Horvath is not compulsory, and hereby knowingly and willingly choose to allow the attending minor child to participate, in spite of and with full knowledge of the risks involved. I understand that at times during the program my child will be in various areas in and around San Luis Obispo beyond the primary program location. I further acknowledge that the child listed above is qualified, in good health, in proper physical and mental condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time, I believe conditions to be unsafe, I will immediately discontinue further participation of the child in the activity.

Parent/Guardian #1 Signature

Parent/Guardian #2 Signature

Date

HOLD HARMLESS. In recognition of the potential dangers and my child's participation in the program, I, and/or my spouse, children, my heirs and assigned, do expressly agree to hold harmless and indemnify forever release, waive, discharge and covenant not to sue *James Horvath*, his family, program volunteers, property owners, contractors, representatives, and affiliates from any and all damages, injuries, losses, liability, actions, causes of action, debts, claims and demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses of any nature whatsoever, and specifically including any claim for negligence or negligent acts, which may be incurred directly or indirectly, now or in the future, in any way arising from my child's participation in the program.

I, the undersigned Parent/Guardian, have read this Release, and assume all risks associated with the program, and am fully aware of and understand the terms and the legal consequences of the signing of this Release. The undersigned Parent/Guardian or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Parent/Guardian #1 Signature

Parent/Guardian #2 Signature

Date