

Cobscook Shores, Inc., Winter Outdoor Education Program

Child/Parent/Legal Guardian Agreement, Release and Acknowledgement of Risk, Photo Consent

In consideration of services provided by Cobscook Shores, Inc. ("Cobscook Shores"), I agree on behalf of myself and my child, as follows:

1. I acknowledge that participation in this program entails known and unanticipated risks, which include physical injury, paralysis, death, or damage to my child, to property, or to third parties. I understand that such risks are inherent in the activity and cannot be eliminated without jeopardizing the essential qualities of the activity. I have read the list below of some risks associated with this program.
2. I understand that Cobscook Shores and coach affiliates are not responsible for the weather, terrain, wildlife, or equipment failure and that these factors may cause or contribute to any injury or property damage.
3. I release and discharge Cobscook Shores and coach affiliates from any and all claims or liabilities arising out of any negligent acts related to, arising out of, or connected with my child's participation in this program, his, her, or their presence on Cobscook Shores premises, or his, her, or their presence on any property owned by others where program activities are conducted. I agree to indemnify and hold Cobscook Shores and such owners harmless from any and all such claims by me or my child, or anyone else related to, associated with, or representing us, except for any such claims which are the result of gross negligence and/or willful misconduct.
4. I am aware of the level of fitness that is needed for this activity. I certify that my child have no medical condition or restriction that prevents them from safely participating in the program, other than specified below.*
5. I consent on behalf of my child for my child to be photographed and filmed while participating in this program and for Cobscook Shores to use such photographs and footage for any purpose, including training, news articles, advertising, newsletter, and displays.
6. I acknowledge that as part of the program activities, it is necessary for Cobscook Shores staff and coach affiliates to place, adjust, and manipulate personal protective equipment on my child. I consent on behalf of my child for my child to be touched for these purposes only.
7. I understand that this release applies to me, my child, and each of our heirs, executors, insurers, successors and assigns.
8. If any provision of this Agreement is held to be illegal, void, or unenforceable, that provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement.

RISKS IN ALL ACTIVITIES INCLUDE (BUT ARE NOT LIMITED TO): dehydration, sunburn, muscle strains, muscle sprains, bone breaks, abrasions, cuts, exposure to biting insects and the infectious diseases they may carry, exposure to poisonous plants, and death.

ADDITIONAL ACTIVITY-SPECIFIC RISKS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

WINTER HIKING: cold-related illnesses, hypothermia, slips, trips, and falls.

SKIING and SNOW SHOEING: cold-related illnesses, head and neck injuries, hypothermia, frostbite, blisters, and snow blindness.

Name(s) of Child(ren): _____

Name of Parent or Legal Guardian: _____

Phone Number: _____

Address: _____

City, State, Zip Code: _____

Height (in inches): _____

School: _____

List Medical Conditions/Restrictions of Child(ren): _____

I have read and understand the above terms and warnings and agree to be bound by these terms. I consent to the participation in these activities of my child(ren).

Parent/Guardian Signature: _____ **DATE:** _____

*Please list any allergies or other medical concerns, including any required medications and any physical or other restrictions on the reverse side of this form.