ACKNOWLEDGEMENT OF PERSONAL RESPONSIBILITY, ASSUMPTION OF RISK AND RELEASE

The information provided in the Wilderness Leadership & Learning (WILL), Inc. Application, to which this form will be attached, is a complete and accurate statement of the physical and psychological factors that may affect my (my child's or ward's) participation in WILL programs. I realize the failure to disclose such information could result in harm to me (my child or ward) and fellow participants, and I agree to indemnify and hold WILL harmless if all relevant information has/is not disclosed to WILL. I also agree to notify WILL if there is any change in my (my child's or ward's) health status prior to my (my child's or ward's) program start and/or during my (my child's or ward's) participation in the WILL Program.

I understand that during my (my child's or ward's) participation in WILL programs, I (my child or ward) will be exposed to above normal risks, and that although WILL itself, and through contracting with other organizations, has taken precautions to provide equipment and qualified instructors for these programs, it is impossible to guarantee absolute safety. I (my child or ward) share(s) the responsibility for safety on the program(s), and I (my child or ward) assume(s) that responsibility and the risk that I (my child or ward) may be injured, or, in an extreme case, die. I (my child or ward) also agree(s) to comply with the instructions and directions of WILL staff members and the staff of organizations with whom WILL contracts to lead or operate certain activities and programs.

I (and my parent(s) or legal guardian if I am under 18 years of age)(and any assignee, successor and/or beneficiary) voluntarily and knowingly release and discharge WILL, its agents, employees, trustees, directors, officers, contractors, and all other persons or entities associated with them from all claims, liabilities, and losses whatsoever asserted by or on behalf of me, or by my parents or legal guardian (or any assignee, successor and/or beneficiary) in any way arising from or related to my (my child's or ward's) enrollment or participation in a WILL activity/program (including transportation and occurrences to and from any WILL activity/program). This Release includes loss or damage claimed to be caused in whole or in part by the negligence of WILL. I (or my parent(s) or legal guardian if I am under 18 years of age) (and any assignee, successor and/or beneficiary) understand that in signing this document, I (or we) surrender my/our rights to make a claim or file a lawsuit against WILL for personal injury, property damage, wrongful death, products liability (including strict liability), breach of warranty or contract, or under any other legal theory, except in cases of intentional wrongs or the gross negligence of WILL.

I (and my parent(s) or legal guardian if I am under 18 years of age) (and any assignee, successor and/or beneficiary) agree(s) to defend, hold harmless, and indemnify WILL from any claim and from any ability, loss, damages, or expenses (including attorney's fees) resulting from a claim brought by a fellow student or participant, volunteer, rescuer, or any other person for loss or damage caused by my conduct (or the conduct of my child or ward).

If any part of this Acknowledgement of Personal Responsibility, Assumption of Risk and Release is found by a court or other competent authority to be invalid, the remainder of this Acknowledgement of Personal Responsibility, Assumption of Risk and Release nevertheless will be in full force and effect.

I/we give my/our permission for WILL to use my name, my picture, and quotes from me (my child or ward) in WILL promotional and marketing materials, websites, and press releases.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT.

_____ _____

Signature (Parent/Guardian, if Applicant is under legal age) Date

_____ _____

Signature (Applicant) Date

Please return this form with your Application form to Wilderness Leadership & Learning
1758 Park Road, NW, Washington, DC 20010-2105. We cannot approve you for participation without it. Thank You!