



Odyssey Teams Program Agreement Form



Participant Name (Please Print): _____ Age: _____ Phone: _____

Relevant medical conditions/allergies/medications: _____

Organization/Group: _____ Date of activity: _____

Emergency contact for date of activity: _____ Phone: _____

Youth under age 18 must have a parent/guardian sign at the end of this form to attend an Odyssey Program.

Welcome to your Odyssey adventure! This Agreement must be signed by all adult (eighteen years and older) participants in a program of Odyssey Teams, Inc., a California corporation ("Odyssey"), and by a parent or legal guardian (either, "Parent") of a participant who is a minor. "Participant", as used in this agreement, refers to those engaged in an activity of Odyssey, observers and all other persons at the activity site.

In consideration of being allowed to attend, observe, or participate in any way in the program, its related events and activities, the undersigned adult Participant and/or Parent of a minor participant (Parent signing for himself or herself AND on behalf of the minor Participant) acknowledges and agrees as follows:

Activities: Odyssey programs include participation in the activities of ropes courses, rock climbing, zip lines, wall climbing, low and high challenge course elements; a variety of initiatives (warm-ups) and other games; hammering, sawing, assembling and painting; and other events, activities, exercises, simulations, discussions, assessments and conversations (herein referred to as "activity" or "activities"). The activities or variations of them may require moderate physical exertion, including balancing, bending, lifting, stretching, catching, climbing, carrying, walking and twisting. Participants may be asked to walk, swing or climb, including at heights of approximately 35 feet, with or without the assistance of staff or co-participants. All participation is voluntary. I and/or the minor Participant will comply with the directions of Odyssey staff and if we, or either of us, observes any unusual and significant hazard I, or the child, will withdraw from participation and bring such condition to the attention of staff.

Risks: The activities led by Odyssey and its staff, and the location of these activities, may expose Participants to certain risks, including the following: travel by foot over unpaved trails and rough, uneven terrain; moving about in outdoor, including wooded, areas, subject to falling timber, rain, wind, heat, cold and other weather conditions; contact with plants and animals which may be dangerous; increased heart rate, dizziness, anxiety, stress, embarrassment, fear of heights, and emotional upset; failure of structures or equipment; collisions, falling, abrupt and possibly damaging contact with structures and other Participants; and close personal contact with, and reliance on, others, including the possibility of inadvertent but unwelcome touching. I, the undersigned acknowledge that this description of risks and hazards is not complete and that these and other conditions may result in all manner of physical and emotional trauma, illness, bruises, scratches, breaks, strains or sprains, joint or back injuries, and concussions, heat exhaustion, dehydration and, in extraordinary cases, even death. The risks described, and others, including the possibility of negligence of other Participants and staff, are inherent in the Odyssey program – that is, they cannot be eliminated without destroying the essential nature of the activity and its promotion of personal development and other societal values.

Assumption of Risks: I, an adult Participant and/or Parent (for myself and on behalf of a minor Participant) expressly assume all risks – inherent and otherwise, and whether or not described above -- of participating in a program of Odyssey. If I am a Parent, I have discussed the activities and risks with the minor Participant who understands them and wishes to participate nevertheless.

Release and Indemnity: I, an adult Participant and/or Parent (for myself and, to the maximum extent allowed by law, on behalf of the minor Participant who is my child or ward), agree to release and not to sue Odyssey, Inc., its owners, directors officers and staff ("Released Parties") with respect to any and all claims of injury, disability, death, products liability (including strict liability), breach of warranty or other loss or damage to person or property suffered by me or by the minor Participant, arising in whole or part from my (or the child's) participating (as described above) in an Odyssey program.

In addition, I, am an adult participant and/or Parent, agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any and all claims of injury, disability, death, products liability (including strict liability) or other loss or damage to person or property, brought by me or by or on behalf of the minor

Participant who is my child or ward, a co-participant in the activities, a rescuer, a member of my, or the minor child's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the child, or caused by me or the child.

These agreements of release and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party.

Special Needs/Medical: Odyssey programs and activities are designed for participants in reasonably good health. Those needing special consideration should advise Odyssey of any special needs or accommodation before the program date. Odyssey strongly recommends that a physician be consulted if the Participant has any of the following medical conditions: hemophilia, epilepsy, asthma, diabetes, seizure disorder, taking blood thinning medications, cardiac conditions that may require immediate medical attention, severe recent or recurring musculoskeletal injuries, severe allergic reactions to bees, insects, or other outdoor material, phobias, and any other condition which might cause the Participant to be a danger to himself or herself or to others. Odyssey has no medical personnel or treatment available to Participants. I hereby authorize and grant permission to Odyssey to secure emergency medical treatment for me or, if my minor child or ward is the Participant, for the child. I have insurance sufficient to cover medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Participants on the High Elements (Ropes Course) must be free of the influence of alcohol, medications and drugs (legal or illegal) that might impair judgment or performance in any way. Participants on that course must not be pregnant, and must weigh no more than 350 pounds. A Participant who does not meet the weight or pregnancy requirements is nevertheless welcome to participate in all activities other than the high ropes course.

Additional Provisions:

1. **Property Damages:** I agree that I am responsible for any damage to Odyssey property caused, in whole or part, by me or the minor for whom I sign. I agree that Odyssey will not be responsible or liable in any manner for my or the minor Participant's personal property.
2. **Dispute Resolution:** Any dispute between Odyssey or a Released Party and the undersigned or the minor child will be governed by the substantive laws of the State of California, and any arbitration or suit shall take place solely in the State of California and the County of Butte. If any provision of this document is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable and unimpaired by such holding. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of that State and County. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court of mediator determines that the Released Party is not responsible for the claimed injury or loss.
3. **Media Release:** I consent to the reproduction and use by Odyssey of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release Odyssey and other Released Parties from any claim of violation of any personal or other right which I or the child may have in connection with such representation or use.
4. I have carefully read, understand and voluntarily sign this Agreement and intend that it shall be effective and binding upon me, my minor child or ward who is a Participant, and my, or the child's, family, heirs, executors, administrators and representatives. A delay or failure by Odyssey to exercise its rights and/or remedies under this Agreement does not constitute a waiver of any such right or remedy.
5. **Duration of this Agreement:** This agreement, which consists of this and the preceding page, will apply to my, or to the minor child's, participation in an Odyssey program to and including the end of the calendar year in which the agreement is signed, unless earlier cancelled or replaced by a new agreement, the terms of which will apply to future visits in accordance with its terms.

PRINTED NAME OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF ADULT PARTICIPANT: _____

PARENT OR LEGAL GUARDIAN SIGNATURE IS REQUIRED FOR PARTICIPANTS UNDER AGE 18

PARENT OR LEGAL GUARDIAN'S SIGNATURE _____ DATE: _____

PRINTED PARENT NAME: _____

