

Martin Luther King Jr. Day in the Park

Acknowledgment and Assumption of Risk Form

I acknowledge that by signing this document, I am releasing Venture Outdoors, Inc. (VO), Student Conservation Association (SCA), Pittsburgh Citiparks and their respective agents, employees, members, sponsors, promoters and affiliates (collectively "releasee's") from liability. This release form is a contract with legal consequences. I have been advised to read it carefully before signing.

Although VO, SCA, AND PITTSBURGH CITIPARKS have taken reasonable steps to provide me with appropriate equipment and skilled staff for the activity for which I have registered, I acknowledge that certain risks cannot be eliminated without destroying the activity's unique character. The same elements that contribute to the unique character of these activities can cause loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. I understand that VO, SCA, AND PITTSBURGH CITIPARKS do not want to frighten me or reduce my enthusiasm, but considers it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks:

- Travel is by vehicle, snowshoe, foot, and other means, over rugged unpredictable off-trail terrain, including boulder fields, downed timber, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, and others including environmental risks.
- Environmental risks and hazards include unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, frostbite, sunburn, and other mild or serious conditions.
- These activities are conducted indoors and outdoors. Physical activities outside the Schenley Park Ice Rink include snowshoeing, sledding, nature walks and disc golf.
- Decisions are made by the instructors, trip leaders and participants based on a variety of perception and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student's or participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.
- Martin Luther King Day in the Park participants, including minors, will have unsupervised free time before, during and after their course or activity. Free time activities are not part of the Martin Luther King Day in the Park program and are at the sole risk of the participants. VO, SCA, AND PITTSBURGH CITIPARKS have no responsibility for such activities. VO, SCA, AND PITTSBURGH CITIPARKS staff and volunteers may from time to time provide assistance or even accompany participants in these free time activities, but in doing so, they are acting as private individuals, and not for VO, SCA, AND PITTSBURGH CITIPARKS.

I am aware that Martin Luther King Day in the Park activities include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and in full knowledge of the inherent risks.

I acknowledge that engaging in this program may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff and volunteers of VO, SCA, AND PITTSBURGH CITIPARKS have been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards and dangers associated with this activity.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasee's and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasee's), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me and from any

and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the Releasee's rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of VO, SCA, AND PITTSBURGH CITIPARKS. I will follow the instruction and guidance of the trip leader(s). I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

In addition, I hereby grant full permission to the trip leaders, WQED, SCA, Venture Outdoors and their respective agents, boards, commissions, and any other involved parties of the foregoing to use photographs, videotapes, motion pictures, or any other record of this event, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Name (print) _____
Phone # _____ Email: _____
Street _____
City _____ State _____ Zip _____
Who to notify in case of emergency _____ Phone # _____
Today's date _____ My Age _____
Organization (if applicable) _____
Signature of Participant _____

Consent and Release of Parent or Guardian

I am the parent or guardian of _____ (Child). My Child is fit for the Martin Luther King Day in the Park event, and I consent to my Child's participation. In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKewise BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasee's (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the Race, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Race.

Name of parent or guardian (print) _____
Signature of parent or guardian _____ Date _____