PARTICIPANT AGREEMENT
(INCLUDING ACKNOWLEDGMENT OF OUTING MEMBER RESPONSIBILITY, EXPRESS ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AND PERMISSION TO PARTICIPATE)

If you wish to read a copy of this document in Spanish, please notify The Woods Project, info@thewoodsproject.org, and one will be provided to you.

Please read this document carefully. It contains information about The Woods Project, Inc. (TWP) events (“Outing” or “Outings”) and may limit the legal rights of participants and families in the event of an injury or other loss. All Participants must sign, including minors (under 18 years of age) who thereby confirm their understanding of the activities and risks described. If a Participant is a minor, his or her parents (at least one parent, preferably both) or guardian, must also sign, for themselves and on behalf of the minor participant.

The term of this Agreement begins on September 1, 2019 and ends at midnight on August 31, 2020. All Outings during this period are subject to the terms of this Agreement.

In consideration of the services of TWP, I, an adult Participant or, if the Participant is a minor, Parent for himself or herself and on behalf of the minor, acknowledge and agree as follows:

I have reviewed TWP’s websites (www.thewoodsproject.org, www.walkforthewoods.org) and discussed the Outing and any concerns I might have with representatives of my/my child’s school, and with representatives of TWP. My questions have been addressed fully and I have a good understanding of the activities and risks of the Outing(s). The activities in the Outing may include programming at school, hiking and backpacking in remote, including mountainous wilderness, areas, swimming in bodies of water (including lakes and streams), canoeing, kayaking, rafting and other water-based activities, rock climbing, horseback riding, challenge courses, service projects (all of which activities may involve the use of tools and equipment including axes, shovels and other tools), walking over uneven terrain and in areas of high vehicle traffic. These and other hazards and risks, foreseen or unforeseen, are inherent in the Outings, that is, they cannot be eliminated without destroying the unique character of the Outing. These and other risks, inherent and otherwise, expose participants to, among others, the dangers of serious personal injury, property damage, and even death (“Injuries and other losses”) from exposure to the hazards of travel and participation in the Outing. I understand that TWP cannot and will not provide constant and total supervision and that participants have responsibilities for their own welfare. Injuries and other losses may be caused by, among other things, the failure of gear, the forces of nature (weather, plants, wild animals and terrain and water features), careless conduct of Outing members, Outing leaders, instructors, sub-contractors or volunteers and assistants or third parties. I understand that participants may be required to exercise extra care for themselves in the face of such hazards. I further understand that an Outing may occur in remote places where rescue or medical facilities or expertise may be hours, or even days away.

TWP will contract from time to time with companies and individuals for the performance of certain services. These contractors and the manner in which they conduct their services are not controlled by TWP. The contractor, NOT TWP, is responsible for the manner in which the services are performed. Any claim of loss arising from the acts or omissions of a contractor in the performance of it services must be directed to that contractor and resolved by the participant and his or her family with the contractor, NOT TWP.

I have read all rules and conditions applicable to the Outing made available to me (including such information as may be posted at www.thewoodsproject.org); and I acknowledge that the leader of the Outing may expel Participant from the Outing if Participant does not follow those rules and conditions or for any other reason he or she believes to be in the best interests of the Outing. I understand that if Participant is expelled from the Outing that he or she will not be escorted beyond the airport closest to the Outing by the Outing leader or any other person and will be responsible for any expenses involved in Participant’s expulsion and travel home.
ASSUMPTION OF RISKS

I expressly assume the risks of participation in any Outings, inherent or otherwise, and whether or not described in this document. If the Outing Participant is under the age of 18, I, Parent, acknowledge (and the signature of the minor Participant, below, confirms) that I have discussed the activities and risks and other provisions of the Agreement with my child and he/she fully understands and accepts them.

• The Outing begins and ends at the location(s) designated by The Woods Project, Inc. The Outing does not include carpooling, transportation, or transit to and from the Outing, and participants are personally responsible for all risks associated with this travel. This does not apply to transportation provided by The Woods Project, Inc. during the Outing.

• If Participant decides to leave early and not to complete the Outing as planned, I assume all risks related to Participant’s decision to leave and waive all claims of liability against The Woods Project, Inc. arising from that decision. Likewise, if the leader has concluded the Outing, and Participant decides to go forward without the leader, I assume all risks related to Participant’s decision to go forward and waive all liability against The Woods Project, Inc. arising from that decision.

• I have provided medical information related to Participant to TWP. If any of the medical information provided has changed during the Term of this Agreement, I understand it is my responsibility to ensure that TWP acknowledges in writing such change prior to the Outing.

AGREEMENTS OF RELEASE AND INDEMNITY: TO THE FULLEST EXTENT ALLOWED BY LAW, I, ADULT PARTICIPANT OR PARENT (FOR MYSELF AND ON BEHALF OF A MINOR PARTICIPANT), AGREE TO WAIVE, DISCHARGE, AND RELEASE FROM LIABILITY THE WOODS PROJECT, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS (THE “RELEASED PARTIES”) FROM ANY AND ALL LIABILITY ON ACCOUNT OF OR IN ANY WAY RESULTING FROM INJURIES AND OTHER LOSSES ARISING FROM OR IN ANY WAY RELATED TO MY OR THE MINOR CHILD’S BEING ENROLLED IN OR PARTICPATING IN ANY OUTING OF THE WOODS PROJECT, INC.

I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES AND EACH OF THEM FROM ANY AND ALL CLAIMS, DAMAGES, INJURIES OR LOSSES CAUSED BY, OR SUFFERED BY, ME OR THE MINOR CHILD IN CONNECTION WITH THE OUTING.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE (BUT NOT CLAIMS OF GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL CONDUCT) OF A RELEASED PARTY. THESE AGREEMENTS DO NOT APPLY TO INJURIES OR OTHER LOSSES WHICH OCCUR ON LANDS, INCLUDING THE LANDS OF THE NATIONAL PARK SERVICE, TO THE EXTENT RULES OR REGULATIONS GOVERNING THE USE OF SUCH LANDS PROHIBIT THEIR APPLICATION AS A MATTER OF LAW.

I UNDERSTAND AND INTEND THAT THIS ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY ARE BINDING UPON MY, AND THE MINOR CHILD’S, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

• Except as otherwise provided below, the law of the State of Texas (not including such laws as might apply the laws of another jurisdiction) shall apply to the interpretation of this agreement and to any dispute between me, or the minor participant, and a released party. If a complained-of loss occurs in the State of California, or pertains to a California Outing, the laws of California shall apply, not including such laws as might apply the laws of another jurisdiction. The venue of any law suit arising from such a dispute shall be a court of competent jurisdiction in Harris County, Texas. This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of the Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

• I give permission for my or my child’s picture, including video and audio, and/or words to appear on any medium of communication (for example, radio, television, newspapers, Facebook or other online media, brochure or website) as a means of promoting The Woods Project, Inc. program.
• TWP is evaluating its program and wishes to survey each Participant and Parent in order to improve participants’ program experiences. Participation in the survey is encouraged but not required. By signing below, a Participant or Parent, for themselves and for a minor Participant, consent to participation in the survey and TWP’s use of information provided in the survey, as described above, without compensation and waiving any claims against TWP, or any other person or entity, arising from the use of the information.

• In the event you are reading this document in a language other than English, and a conflict in terms arises, the document in English will control.

Participant Name: ____________________________________________________________

Participant Signature: X ______________________________________________________ Date: _____________

*If you are a minor (under age 18), your parent or legal guardian must sign this Agreement below for themselves and on your behalf. If you become an adult (18 years of age) during the term of this Agreement, your continued participation in the activities of TWP will confirm that you intend to continue to be bound by the agreements that your parent or guardian made on your behalf, as though you agreed to those terms yourself.

I, the parent or guardian of the minor named below, agree and consent to the foregoing Agreement and give my permission for him/her to go on the Outing. I further consent and allow the Outing leader or bearer of this document to administer first aid and/or secure medical attention for the minor as the Outing leader or bearer of this document deems proper. I understand that efforts will be made to contact me if medical treatment should be needed. I will ensure that the minor will bring any necessary medications with him/her on the Outing. I have discussed the activities and risks, stated above, with my child.

Name and Age of Minor: ___________________________________________ (Age)

Name (nombre) of Parent or Guardian: ______________________________________

Signature (firma) of Parent or Guardian: X ________________________________ Date: ________________

09/27/2019