

## **The Overlake School: Acknowledgment and Assumption of Risks and Release and indemnity Agreement** **For the Student and his or her Parent/s or Legal Guardian/s**

**Introduction:** Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Document (hereafter “Document”) carefully before signing. One of the student’s parents or legal guardians, or both (hereafter individually or collectively “parent” or “parent/s”), if available, must also sign, whether the student is an adult or minor (minors are those under 18 years of age in Washington, hereafter sometimes “minor” or “child”). In this Document “we” refers to the student and his/her parent/s. In consideration of the services of The Overlake School, a Washington non-profit corporation, (referred to in this Document as “Overlake”) in allowing the student to participate, **we acknowledge and agree as follows:**

### **Activities, Risks and Acknowledgment and Assumption of Risks:**

Participating (whether simply attending, observing or actively participating) in Overlake year-round educational, instructional, recreation and/or adventure activities associated with academic programs, curricular or co-curricular activities or otherwise (including but not limited to the Outdoor Program, Project Week, Service Learning and athletics), includes risks. These activities can take place on or off Overlake premises in Washington or in other locations in the United States and/or in foreign countries. Activities, which may be led or conducted by Overlake staff, volunteers, contractors or others, may include, but are not limited to: classroom activities; athletic sports and/or games and competitive athletic practice and events; games and physical education activities; athletic conditioning including use of weights and weight room activities; hiking; backpacking; camping; bouldering or climbing (indoors or outdoors on artificial surfaces or natural rock), use of low or high ropes courses, challenge courses, zip lines or aerial tours, canyoneering, and rock and/or ice climbing, mountaineering and peak ascents (all of which may include lead climbing, top-roping, belaying and rappelling and use of ropes, harnesses and/or other technical gear); mountain or road biking; swimming; fishing; river rafting, canoeing, kayaking or other boating; backcountry, nordic or alpine skiing, snowboarding, snowshoeing, sledding and other snow sports; service learning projects; Overlake club activities; fine arts activities; day or multi-day field or other trips; wilderness medicine, survival skills other training; socializing; homestays, hostels, hand-built snow shelters and other accommodations; use of any equipment, facilities or premises; travel on trams, chairlifts or other means, and/or in airplanes, cars, buses or other vehicles to and from Overlake or during trips, events or otherwise (collectively referred to in this Document as “activities”). These activities may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the student’s free and/or independent time. Parent/s acknowledge that if he/she/they allow(s) his/her/their child to socialize or participate in activities outside of regular school hours and unrelated to an Overlake organized field trip, outing or program, these are not Overlake related activities, even when members of the Overlake staff or Overlake families are involved or may be present, and each individual participates entirely at his or her (and the parent/s) own risk. **We acknowledge that the inherent and other risks, hazards and dangers (sometimes collectively referred to in this Document as “risks”) of the activities can cause injury, damage, death or other loss to the student or others.** Parent/s give permission for their child to participate in all activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of the inherent risks:**

**Risks involved in judgment and decision-making.** Overlake staff, contractors, students or others must make various judgments and decisions in a variety of environments that are, by their nature, imprecise and subject to error. These risks include the risk that the student or a fellow student, Overlake staff member, contractor, or other person may misjudge the student’s (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level or route location. This includes the student’s judgement in managing his or her own health issues, including any responsibility for self-medication.

**Personal health and participation risks.** The student’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. Importantly, activities can include stressful and emotionally intense curricular and co-curricular experiences. Although Overlake will review the student’s submitted health and medical information, Overlake cannot anticipate or eliminate risks or complications posed by the student’s mental, physical (including fitness level) or emotional condition. Importantly, even if Overlake allows a student’s participation in various activities, the student and parent, in conjunction with their physician, should consider carefully whether the activities are an appropriate match for the student.

**Risks associated with any active, athletic and/or competitive activity.** Participating in, training or conditioning for, and/or practicing and competing in any activities can involve frequent and repetitive use of the arms and legs, lifting or carrying weight, balancing, coordination and endurance. Risks include that a student may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

**Risks associated with premises.** Overlake premises include a climbing and bouldering wall, low ropes course and sports equipment and facilities. In addition, ruts, slippery walkways, uneven ground or other conditions may exist in and around the Overlake premises.

**Equipment risks.** The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes a student’s personal equipment, Overlake equipment or any other equipment (whether purchased, borrowed or rented). Students choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent/s, for choosing appropriate equipment and for the fit and condition of their equipment. Helmets or other safety gear (required or used for some activities), may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

**Service/other project risks.** Risks include those associated with activities such as building, digging, lifting, construction, maintenance and repair (including trail work). Projects may involve the use of tools and equipment (i.e. hand tools, power tools, hammers, ladders) and substances (paints, cleaning agents) that can cause injury resulting from use, misuse or malfunction.

**Risks present in an outdoor environment.** These risks include travel in high altitude (in some cases, above 14,000 feet), mountainous, wilderness, canyon, glacial or desert terrain both on and off trail, and on land or water. Students’ travel may be subject to storms, including rain, lightning, snow or ice; tides, currents, waves, reefs or whitewater; extremely hot, humid or cold weather or water and rapid and unpredictable weather changes; flash floods; mud or rock slides; fast moving rivers or other water bodies, including river crossings; falling or slippery rocks; boulder fields; falling or fallen timber; avalanches

and crevasses; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic (including marine) animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

**Risks connected with geographic location.** Activities may take place in remote locations, several hours or up to a day from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation and medical care. Medical facilities may sometimes be primitive, inadequate or inaccessible. Additional delays can result if circumstances require transport from a foreign country back to the U.S. or another country for medical care. Although Overlake staff or contractors may have access to wireless communication devices (including cell or SAT phones), use of these communication devices (whether inside or outside the U.S.) in outdoor or wilderness terrain and/or in any other terrain or location is unreliable and inconsistent.

**International travel risks.** Travel outside the U.S. can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery, abduction and other risks. Students may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. **NOTE:** Although Overlake considers current geo-political climates in choosing program locations, Overlake personnel are not experts in assessing the likelihood of terrorist activity, political unrest, the need for vaccinations or other issues. The student and parent/s are responsible for conducting their own independent investigation through the U.S. State Department, U.S. Centers for Disease Control, World Health Organization or other sources.

**Free time risks.** Students will have free or unsupervised time before, during or after activities and at other times. During both supervised and unsupervised activities, students share in the responsibility for their own well-being.

**Risks regarding conduct.** The potential that the student, other students or third parties may act carelessly or recklessly.

**These inherent risks - and any other risks - may result in students:** falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, vehicles, animals or the bottom of a water body; experiencing vehicle/boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, high altitude sickness (i.e. high altitude pulmonary or cerebral edema), heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, illnesses (including contracting animal/insect borne or contagious diseases), infections, cuts, wounds or other injury, damage, death or loss.

**We further acknowledge and agree:**

- to accurately complete and sign all required forms and agreements, including but not limited to the Overlake Enrollment Agreement, Medical Form and Trip Forms, abide by the terms of those documents, and read, discuss and obey Overlake rules and Academic & Student Policies;
- to review all Overlake information and materials received and understand that Overlake representatives are available should we have further questions about the activities or the associated risks;
- to provide information from a medical provider when any psychological, physical or emotional condition/s or limitation/s might affect student's ability to participate, and confirm that the student is fully capable of participating without causing harm to him/herself or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and Overlake cannot assure the student's safety or eliminate any of these risks;
- Overlake contracts with organizations that are independent contractors (not their employees or agents) to provide or conduct many of the services and activities students will engage in. Overlake does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, organized and/or competitive activities, including competitions, meets, events and races are often organized by independent facilities and/or take place on premises not owned by, or associated or affiliated with Overlake. Overlake does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities or premises;
- **The student is voluntarily participating with knowledge of the risks. Therefore, student and parent/s assume and accept full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the activities, and for any injury, damage, death or other loss suffered by student (and parent/s) resulting from those risks, including the risk of student's own negligence or other misconduct.**

**Release and Indemnity Agreement:**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. We (adult student, and parent for myself) agree:**

1. **to release and agree not to sue Overlake and its officers, directors, trustees, employees (including faculty and other staff), agents, representatives and volunteers and all other person/s or entities affiliated with it, (hereafter individually and collectively "Released Parties"), with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities. I understand I agree here to waive all claim/s I may have against the Released Parties, bind my estate and any family member/heir/other party bringing claim/s, and agree that neither I, nor anyone acting on my behalf, will make a claim against the Released Parties as a result of any injury, damage, death or other loss suffered by me or my child;**
2. **to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **the Released Parties**, with respect to any and all claim/s:
  - a. brought by or on behalf of me, my spouse or other family member/s, or my heir/s or estate for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities; and/or;
  - b. brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in the activities, or, brought by a medical care provider, insurer or other third party as a result of medical care provided to participant, including transportation and evacuation costs .

**Other Provisions:**

**We agree:**

- Washington substantive law (without regard to its “conflict of law” rules) governs this Document, any dispute the student or parent/s have with the Released Parties, and all other aspects of the student’s or parent/s relationship with the Released Parties, contractual or otherwise. The parties agree that any mediation, arbitration, suit or other proceeding must be filed or entered into only in King County, Washington. We agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Washington mediator;
- the adult student or parent/s authorize Overlake staff, representatives, contractors or other medical personnel to obtain or provide routine or emergency medical care for the student, to transport the student to a medical facility and to provide treatment (including but not limited to injection, anesthesia, or surgery) they consider necessary for the student’s health. We agree to the release (to or by Overlake) of any medical records necessary for treatment, referral, billing or insurance purposes. We agree to pay all costs associated with that care and transportation;
- whether the student is participating in activities on or off campus, he or she must abide by the Overlake Academic and Student Policies, a violation of which may result in dismissal from the activities. Importantly, Overlake reserves the right to dismiss a student from any activities if in Overlake’s sole discretion, a student presents a safety concern, is disruptive or otherwise conducts him or herself in a manner detrimental to the activities. If the student is dismissed or departs for any reason, we are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise;
- **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**
- This Document is effective in regard to the student’s enrollment or participation in all activities from the date signed until a subsequent Overlake Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by the student and one or both of the student’s parent/s, and shall remain in full force and effect for all activities completed by the student up until that point.

**Student and parent/s each agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and student’s/parent/s other family members, heirs, executors, representatives, subrogees, assigns and estates. *The student must sign below. One parent or legal guardian, or both parent/s, if available, must sign below, whether the student is an adult or minor.***

**I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.**

---

Student Signature /Date /birthdate /Print name here

---

1st Parent/Guardian Signature /Date /Print name here 2nd Parent/Guardian Signature /Date /Print name here