



## **PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT OUTDOOR ADVENTURES AND WHEELCHAIR SPORTS PROGRAM**

NAME: \_\_\_\_\_

*ACTIVITY: Activities and adaptive sports within the Transitional Living Center (TLC) and Outdoor Adventures Programs (ODA) include, but are not limited to various land and water sports such as adaptive kayaking, outrigger canoe, sailing, kayaking as well as rock climbing, wheelchair basketball, tennis, pickleball, football, over the line, rugby, archery and handcycling/recumbent cycling. In addition, group activities that facilitate community reintegration such as museums, parks, points of interest and virtual experiences may be included. Activities may last from one hour to an entire day. This agreement ends on December 31, 202\_*

PARTICIPATION IN THE ABOVE ACTIVITY IS VOLUNTARY AND IS NOT REQUIRED AS PART OF THE PATIENT/CLIENT/RESIDENTIAL PROGRAM OF CASA COLINA, INC., AND/OR ANY OF ITS SUBSIDIARY CORPORATIONS.

Participation in the above activity and access or use of any location or site where the above activity shall take place, requires **the undersigned participant** or the participant's legal guardian to agree to the following:

- The Participant or the Participant's Legal Guardian acknowledges, agrees, and represents that the participant or the participant's legal Guardian has previously or will immediately upon entering the location or site, and will continuously thereafter, inspect the activity location or site and any portions thereof, where the participant enters and/or comes in contact with for safety. Signature of this Agreement **CONSTITUTES AN ACKNOWLEDGMENT THAT THE PARTICIPANT OR THE PARTICIPANT'S LEGAL GUARDIAN HAS INSPECTED SUCH LOCATION OR SITE, AND ACCEPTS THE SAME AS BEING SAFE** and reasonably suited for the purposes of participation by the Participant and further agrees and warrants that if at any time, the Participant is at or about such locations or sites feels anything to be unsafe, the Participant will immediately advise the person(s) in charge of the Activity and leave the location or site.

The undersigned Participant or Participant's Legal Guardian hereby releases, waives, discharges, and promises not to sue Casa Colina, Inc. and/or any of its subsidiary corporations, officers, directors, employees, sponsors, participants, owners or lessees of locations or sites used to conduct the activity herein described, all herein referred to as "releasees," from all liability to the above named Participant ; and The Participant's legal guardians, assigns, heirs next of kin, domestic partner, or any other person also may not sue Casa Colina, Inc. and/or any of its subsidiary corporations, officers, directors, employees, sponsors, participants, owners or lessees of locations or sites used to conduct the activity herein described, for any and all loss or damage, and any claim or demands on account of injury to the Participant or the Participant's property, or resulting in the death of the Participant whether caused by the negligence of the releasees or otherwise while the Participant is on or at such locations or sites and/or for any purpose participating in the above named activity.



The Participant or the Participant's Legal Guardian hereby acknowledges and understands that participation in the above named activity is voluntary, and by the participant's participation in the activity, thereby assumes full responsibility for, and risk of bodily injury, death, or property damage due to the negligence of the releases or otherwise at the location or and/or for any purpose participating in the above named activity.

The Participant or Participant's Legal Guardian hereby agrees to indemnify and hold harmless the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Participant at the location or site or for any purpose participating in the above named activity.

The Participant or Participant's Legal Guardian expressly acknowledges and agrees that the activity is dangerous and involves the risk of injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

The undersigned acknowledges that the Participant is responsible for maintaining accident and health insurance to cover bodily injury and/or personal property damage.

1. **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY:** If Participant is under 18 years of age or has a legal guardian the signature of the legal guardian is required.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATED: \_\_\_\_\_  
SIGNATURE OF LEGAL GUARDIAN FOR MINORS OR PARTICIPANT'S LEGAL GUARDIAN IF APPLICABLE  
\_\_\_\_\_ DATED: \_\_\_\_\_

2. **MEDIA/PHOTO RELEASE:** I hereby authorize Casa Colina to photograph and/or interview me and to use the photographs and/or interviews for educational, scientific, charitable, public relations and/or commercial goals, such as human-interest stories, advertisements, promotions, exhibitions, publications etc., at the discretion of the corporation and without limitations or reservations. The term "photograph" includes video or still photography, in digital or any other format, and any other means of recording or reproducing images.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATED: \_\_\_\_\_  
SIGNATURE OF LEGAL GUARDIAN FOR MINORS OR PARTICIPANT'S LEGAL GUARDIAN IF APPLICABLE  
\_\_\_\_\_ DATED: \_\_\_\_\_