



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

*Si prefiere leer esta forma en español, favor de comunicar a info@thewoodsproject.org o llamar al
(218) 371-6696, x3*

Please read this document (the “Agreement”) carefully. It contains information about The Woods Project, Inc. (“TWP”) in-person and online programming (“Outing” or “Outings”) and may limit the legal rights of Participants and families in the event of an injury or other loss. Every Participant and their parent or court-appointed guardian (either, “Parent”) must sign this Agreement. An adult Participant, including adult volunteers, signs and agrees on their own behalf. If the Participant is a minor, a parent of the minor signs and agrees on their own behalf and, if allowed by law, on behalf of the minor. A minor Participant signs to reflect only that they have read and understand this Agreement. If a minor Participant becomes an adult (18 year of age) during the term of this Agreement, their continued participation in the activities of TWP will confirm that they intend to continue to be bound by the agreements that their parent or guardian made on their behalf, as though they, now and adult, agreed to those terms themselves. All Outings from October 1, 2022 to September 30, 2023 are subject to the terms of this Agreement. In the event a person signing below is reading this document in a language other than English, and a conflict in terms arises, the document in English will control.

In consideration of the services of TWP, I, an adult Participant, or Parent, for themselves and on behalf of the minor, acknowledge and agree as follows:

Activities: I have reviewed TWP’s program information and discussed the Outing and any concerns I might have with representatives of my/my child’s school, and/or with representatives of TWP. My questions have been addressed fully, and I understand the activities and risks of TWP Outing(s). Activities include, among others, the following: in-person programming at school, in/near Houston, and in remote, including mountainous wilderness, areas, which may include hiking and backpacking at altitude, swimming or wading 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 as well as other activities not listed. Activities may include using online platforms and applications such as SMS-Magic, Zoom, Microsoft Teams, Google Classroom, the Remind app, Instagram, YouTube, Flipgrid, iNaturalist, and various other social media and online platforms.

Risks: These and other activities expose Participants to, among other hazards and risks, the dangers of serious personal injury, illness, and contagious disease (including COVID 19 and its variants, discussed below), property damage, and even death (“Injuries and other losses”) from exposure to the hazards of travel and participation in the Outing. Risks of activities in the outdoors include encountering plants, animals and other persons who might cause harm, and traffic, on the streets and walkways. Online activities include the risk of hacking of personal computers. 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 (including weather, terrain, altitude, and water features), and careless conduct of Outing members, Outing leaders, instructors, sub-contractors, 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. 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.

COVID-19: The threat of COVID-19 has made necessary certain program and operating changes for the protection of Participants and others. Participants and families must be aware of the characteristics of the disease and preventative measures to reduce the chances of infection. Important sources of information include the guidelines of the Center for Disease Control and Prevention, at: <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>, and of the Texas Department of State Health services, at: <https://www.dshs.texas.gov/coronavirus/>. Participants must arrive free of infection and follow TWP instructions regarding spacing, sanitation, masking and any other precautions being implemented by The Woods Project at that time.

TWP will contract from time to time with companies and individuals for the performance of certain services (collectively "Contractors"). The Contractors and the manner in which they conduct their services are not controlled by TWP. The Contractors, NOT TWP, are responsible for the manner in which the services are performed. Any claim of loss arising from the acts or omissions of the Contractors in the performance of its services must be directed to the Contractor and resolved by the Participant and his or her family with the Contractor, NOT TWP.

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 that I have discussed the activities and risks and other provisions of this Agreement with the minor Participant, and the minor Participant fully understands and accepts them.

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, RELEASE, DEFEND AND HOLD HARMLESS THE WOODS PROJECT, INC., ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND VOLUNTEERS (THE "INDEMNIFIED PARTIES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEY'S FEES, LOSSES, AND DAMAGES FOR WHICH AN INDEMNIFIED PARTY MAY AT ANY TIME BECOME LIABLE AS A RESULT OF OR ARISING OUT OF THIS AGREEMENT, MY OR THE MINOR CHILD'S ENROLLMENT OR PARTICIPATION IN ANY TWP OUTING, OR RELATED TO BODILY INJURY, SICKNESS, DEATH OR PROPERTY DAMAGE.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE LOSS, DAMAGE OR EXPENSE CLAIMED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE PARTICIPANT'S BECOMING INFECTED BY, OR, WITH RESPECT TO INDEMNITY, INFECTING OTHERS WITH, A COMMUNICABLE DISEASE, INCLUDING COVID-19 OR VARIANT THEREOF.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE (BUT NOT CLAIMS OF GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL CONDUCT) OF AN INDEMNIFIED PARTY. THESE AGREEMENTS DO NOT APPLY TO INJURIES OR OTHER LOSSES WHICH OCCUR ON FEDERAL 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 PARTICIPANT'S, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.



OTHER PROVISIONS:

- 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, in their sole discretion believes to be in the best interests of the Outing. I understand that if a Participant is expelled from the Outing, he or she may not be escorted beyond the airport closest to the Outing by the Outing leader or an adult designated by the Leader. (TWP will make every reasonable effort to escort minor student participants to their departure gate or as close to their departure gate as airport regulations allow.) I will be responsible for any expenses involved in my or the minor Participant's expulsion and travel home. This limitation of responsibilities notwithstanding, I understand that TWP expects to cooperate with me in making appropriate travel arrangements for my minor Participant.
- Outings begin and end at the times and/or location(s) designated by TWP. Unless otherwise expressly stated by TWP, 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 TWP as a scheduled feature of the Outing.
- If I or the minor Participant decide to leave the Outing early and to not complete the Outing as planned, I assume all risks related to the Participant's decision to leave and waive all claims of liability against TWP arising from that decision.
- I give permission for my or the minor Participant's image, including video and audio, and/or words, to be recorded, and 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 TWP's program. Further, I authorize TWP to share Participant contact information with other parties with whom TWP has contracted for services to TWP participants.
- As part of TWP's effort to help Participants stay connected, TWP may reach out to students, including minors, by email, texts, applications such as SMS-Magic, Remind, and telephone calls to update them on our current and future programs, and for pre-trip check ins. By signing below, an adult Participant or parent/guardian, for themselves and for a minor Participant, consents to TWP's contacting my minor Participant by email, texts and telephone to engage them in online and in-person programming.
- TWP is evaluating its program and wishes to survey each Participant and parent/guardian in order to improve Participants' program experiences. Participation in the survey is encouraged but not required. By signing below, a Participant or parent/guardian, for themselves and for a minor Participant, consents 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.
- Except as otherwise provided below, the laws 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 otherwise pertains to an Outing in California, the laws of California shall apply, not including such laws as might apply the laws of another jurisdiction. The exclusive venue for any mediation, arbitration or court proceeding in any way relating to this Agreement or an Outing shall be Houston, 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 have provided medical information to TWP for myself or, if applicable, for the minor child who is a Participant. 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. I understand that this medical information may be used at the discretion of TWP to disqualify Participants from taking part in in-person Outing(s).

I, Parent, give my permission for the minor Participant for whom I sign below to go on the Outing. I further consent and allow the Outing leader, or someone authorized by them and bearing this document to administer first aid and/or secure medical attention for myself or my minor Participant as the Outing leader or other authorized person bearing this document deems appropriate. I understand that efforts will be made to contact me if medical treatment should be needed for my minor Participant. I will bring, or ensure that my minor Participant brings, any necessary medications on the Outing. Prior to the Outing, I agree to fully disclose to TWP all of my or my minor Participant's known medical conditions, allergies and prescribed medications.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and it is expressly understood and agreed that there are no other agreements or promises by and between the Parties. Any additions or changes to this Agreement shall be in writing and signed by both Parties to this Agreement. This Agreement shall not create any third-party beneficiaries or third-party obligations enforceable against TWP.

Name and Age of Participant: _____
(Please Print) (Age)

Participant Signature: X _____ **Date:** _____

Name of Parent or Guardian: _____
(Please Print)

Parent or Guardian Signature: X _____ **Date:** _____

Phone Number of Adult Participant or Parent or Guardian: _____

03/09/2023
