

Assumption of Risk, Waiver, and Release of Liability Indemnity Agreement of the Orienteering USA National Junior Program

In consideration of being permitted to participate in the 2019 Orienteering USA (OUSA) National Junior Program (NJP), the undersigned, on behalf of myself, my spouse and my minor child/ward, our personal representatives, heirs, assigns, and next of kin, acknowledge and accept the following:

PHYSICAL ACTIVITY

Orienteering is a physical, outdoor activity with associated manmade and natural hazards. I understand and agree that:

1. The risk of injury to me and/or my child/ward from the orienteering activities involved in the NJP, including but not limited to training and racing, are significant, and include minor or serious injuries, disability, and death. If at any time I observe a condition that poses an unusually dangerous risk to participation, I will immediately remove myself, my child or ward from the activity and notify a representative of the NJP of said condition.
2. The risks associated with participation in the NJP may be caused by my own actions or inaction, or the actions or inaction of others, and there may be risks not known to me or not reasonably foreseeable.
3. I fully accept any and all such risks and hereby release, indemnify and hold harmless OUSA and the NJP, their officers, staff, coaches, and representatives; chaperones; event organizers and volunteers; other participants; and property owners, lessors and managers ("Releasees"), from any and all losses, costs and/or damages to person or property incurred as a result of my participation or that of my child/ward, including but not limited to injury, disability and death, whether arising out of the negligence of the Releasees or otherwise, to the full extent of the law.

LODGING AND ACCOMMODATION

As a member of the NJP, I may voluntarily participate in shared accommodation. I understand and agree that:

1. Neither OUSA nor the NJP are responsible for any agreements entered into between hosts and guests. OUSA and the NJP have no control over the conduct of hosts, guests, or others who might be sharing the same accommodation, and disclaim all liability in this regard to the maximum extent permitted by law.
2. OUSA and the NJP have not conducted background checks or otherwise screened any hosts, guests, or accommodations. OUSA and the NJP make no warranties or representations about them or any accommodation that may be offered.

3. Accommodation arrangements are a private agreement among participants, and sharing accommodation, whether in a private house, hotel room or otherwise, involves risks and dangers, including physical harm and property damage. I understand and accept that I am solely responsible for my health and safety and that of my child/ward; therefore, any accommodation arrangements are made at my own risk.
4. I fully accept any and all such risks and hereby release, indemnify and hold harmless the Releasees from any and all losses, costs and/or damages to person or property incurred as a result of my participation or that of my child/ward in shared accommodation, including but not limited to injury, disability and death, whether arising out of the negligence of the Releasees or otherwise, to the full extent of the law.

CARPOOLING AND TRAVEL

Juniors in the NJP may voluntarily travel with others in the NJP group, or with others in the greater orienteering community. I understand and agree that:

1. Juniors in the NJP are advised that any decision to travel with others to orienteering events, training, or other activities is voluntary and entirely at the discretion of the juniors and their families, and must be coordinated privately and independently of any OUSA or NJP representative.
2. By deciding voluntarily to give, accept or share a ride, carpool, or travel by other means, I am agreeing that I am solely responsible for my health and safety and that of my child/ward while traveling to and from the event. Carpooling, ride sharing or traveling together by other means is a private arrangement among participants that involves risks and dangers, including physical harm and property damage.
3. No background checks of travelers, drivers or participants, driver record checks, or insurance checks are undertaken by OUSA or the NJP. OUSA and the NJP are in no way responsible for verifying or certifying the reliability, driving ability or insurance status of drivers or travel companions, or the fitness or reliability of vehicles.
4. I fully accept any and all such risks and hereby release, indemnify and hold harmless the Releasees from any and all losses, costs and/or damages to person or property incurred as a result of my participation or that of my child/ward in shared travel, including but not limited to injury, disability and death, whether arising out of the negligence of the Releasees or otherwise, to the full extent of the law.

I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS; I AM AT LEAST 18 YEARS OLD; I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE; I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AGAINST RELEASEES TO THE GREATEST EXTENT

ALLOWED BY LAW; AND I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE SHALL NONETHELESS CONTINUE IN FULL FORCE AND EFFECT.

My signature below indicates my agreement and acceptance to the terms of this waiver for the duration of the 2019 OUSA National Junior Program

_____ Date _____
Signature of Participant

Print Name _____ Date _____

_____ Date _____
Signature of Parent/Legal Guardian if Participant is a Minor

Print Name of Parent/Guardian _____ Date _____