



# Minor Participation and Acknowledgement of Risk Agreement for Minors

(Must be completed by parent or legal guardian for participants under the age of 18)

www.adventurelinks.net • 800-877-0954 • 13220 Yates Ford Road Clifton VA 20124

In consideration of services and equipment to be provided by VASPACK, Inc. d/b/a Adventure Links, its owners, officers, employees, agents, contractors and volunteers (collectively, "Adventure Links"), and the participation of my child or ward (the "participant") in the Adventure Link's program associated with this agreement (the "program"), I hereby, on behalf of myself, the participant, my heirs, successors, assigns, personal representatives and estate agree as follows:

1. I certify that I am 18 years old or older, have had sufficient opportunity to read this entire agreement, have the authority to enrol the participant in the program and to enter into this agreement affecting the rights of the participant, and that the participant is within the program age limits.
  2. I acknowledge all risks, including personal injury and death, arising in any way out of the participant's participation in the program (the "participation").
  3. Taking into consideration the risks involved in the program, I acknowledge there are INHERENT RISK & DANGERS, seen or unseen, of bodily injury and loss of personal property by the participant, as a result of the participation.
  4. To the fullest extent permitted by law, I hereby release Adventure Links and the Northern Virginia Regional Park Authority from any and all liability with respect to any and all injury, disability, death or loss or damage to person or property associated with the participation, except that arising from gross negligence.
  5. I agree to indemnify and hold Adventure Links, the Northern Virginia Regional Park Authority, and their board members, officers and employees harmless from any and all claims, to the extent allowed by Virginia law, including without limitation claims brought by or on behalf of the participant, damages, losses, injuries, attorney's and other fees, costs and expenses arising out of or resulting from the participation.
  6. I understand and agree that if a claim, suit, or attachment is brought or sought against me or the participant relating to the participation, that I shall not be entitled to any defense or indemnification by Adventure Links or the Northern Virginia Regional Park Authority.
  7. I certify that I have adequate insurance to cover any injury, illness, loss, or damage to a person or property that the participant may cause or suffer while participating in the program, and agree to personally bear all costs arising from any such injury, illness, loss, or damage. I further certify that the participant is in good health and has no medical or physical conditions which could affect the participant's safety in the program. I also certify that I have adequately informed Adventure Links of any special circumstances regarding the participant's involvement in the program.
  8. I acknowledge and agree that I am responsible for any medical expense or transportation cost related to the participant's illness, accident or departure from the program, and that neither Adventure Links nor the Northern Virginia Regional Park Authority are responsible for the theft, loss of or damage to any of the participant's personal property.
  9. I hereby authorize Adventure Links, in its discretion, to seek medical treatment for the participant. I further authorize medical personnel to render treatment to the participant as necessary in their professional opinion. I agree that once the participant is in the care of a medical professional or facility, neither Adventure Links nor the Northern Virginia Regional Park Authority shall have any further responsibility for the participant. I understand that I am responsible for any medical and transportation expenses incurred by the participant.
  10. I acknowledge that Adventure Links reserves the right to use any photos, audio or video for marketing purposes. I grant Adventure Links the right to quote me and the participant, and to use my and the participant's name, voice and image for marketing purposes. I also acknowledge that Adventure Links reserves the right to utilize any written comments for training or marketing purposes. If I consent to be listed as a reference for customers to contact, my reference information may be listed in Adventure Links marketing brochures or within the Adventure Links website. Upon written request, Adventure Links shall remove my information from its website and future printings of its brochures. I agree that Adventure Links may send me program information or updates of its services, unless I inform Adventure Links in writing that I do not wish to receive this information.
- Please check here if you'd like to opt-out of Adventure Links taking photos, audio or video of your student for marketing purposes.**
11. I acknowledge that all materials, information, software, products, computer programs, and services included or available through the Adventure Links website (the "website") are provided "as is" and "as available" (the "content"), and that the use of the website is solely at my own risk. The content is provided without warranties of any kind, either express or implied, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, or no infringement. Additionally, Adventure Links does not warrant that the content is accurate, reliable, or correct; that the website will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Finally, Adventure Links makes no warranties with respect to customer support for the website.
  12. Any determination by any court of competent jurisdiction of the invalidity of any provision of this agreement that is not essential for accomplishing its purposes shall not affect the validity of any other provision of this agreement, which shall remain in full force and effect and which shall be construed to be valid under applicable law.
  13. This agreement shall in all respects be interpreted and governed by the laws of the Commonwealth of Virginia, without regard to its conflict or choice of law principles. Any suit, action or proceeding arising under or in any way relating to this agreement may be brought only in the state courts of Clarke County, Virginia.
  14. The Northern Virginia Regional Park Authority and its board members, officers and employees are intended third-party beneficiaries of this agreement except as to the last sentence of paragraph 13. Any suit, action, or proceeding arising under or in any way relating to this agreement where the Northern Virginia Regional Park Authority is a party may only be brought in the state courts of Fairfax County, Virginia.

### Fairfax County Public School statement:

The attached Participation and Acknowledgement of Risk Agreement for Minors is intended to be an agreement between VASPACK, Inc. (d/b/a "Adventure Links") and the parent or legal guardian ("Parent") on behalf of any participant under the age of 18. FCPS is not a party to the agreement, and FCPS neither recommends nor endorses its terms. Signing this agreement is at the sole discretion of the Parent and is in no way required by FCPS. Your child's participation in the activity/activities facilitated by Adventure Links is voluntary and is not required by FCPS. No FCPS credit, academic or otherwise, is associated with participation in this activity. After reading and understanding the terms and conditions set forth in the agreement, each Parent must make his or her own decision whether to sign and whether to permit his or her child to participate.

Parent/ Guardian First Name	Parent/Guardian Last Name
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Child Participant Name	
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Participant Address										
City	State	Zip								

Phone	-	-	Participant DOB	/	/
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E-Mail										
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Program Name:										
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Signature: \_\_\_\_\_ Today's Date \_\_\_\_\_



Short Medical Form
(Must be completed by parent or legal guardian for participants under the age of 18)

www.AdventureLinks.net • (800) 877-0954 • (571) 281-3556 • Fax: (540) 443-6522

PARTICIPANT NAME: \_\_\_\_\_ PROGRAM NAME: \_\_\_\_\_

The following questions are not used to determine the eligibility of a participant in our program but rather to help our staff better understand the members of their group and what they strategies they might need to develop to ensure a successful day for all participants.

All information will be held in strict confidence.

Please circle either "yes" or "no" for the following questions.

Does the participant currently have or has had a recent history of:

- 1) Yes No Diabetes
2) Yes No Autism
3) Yes No Asperger's
4) Yes No Asthma/Respiratory Problems
5) Yes No Epilepsy or Seizures
6) Yes No Heart Disease
7) Yes No High Blood Pressure
8) Yes No Musculoskeletal injuries, breaks, sprains, or dislocations
9) Yes No Bleeding Disorders
10) Yes No Mental or Neurological Problems
11) Yes No Does the participant smoke
12) Yes No Is the participant pregnant

Please explain any "yes" answer

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Allergies of any kind

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Describe any other health conditions our staff should be aware of during your time at Hemlock

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\_\_\_\_\_
\_\_\_\_\_