

## RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

Dan Wyrick offers to students and their parents and/or guardians, a number of interesting and exciting indoor and outdoor science education activities. These activities may include camping, boating, hiking, biking, caving, swimming, fishing, hands-on science activities, and others. These activities are intended to enhance the educational experience and development of students. While I, Dan Wyrick, strive to make each of these activities as safe as possible, many of these activities will still have their own inherent dangers and risks of injury or even death that cannot be completely eliminated, even when well-planned and supervised.

When a participant agrees to engage in the above-stated activities, it is the responsibility of the participant and, if the participant is under 18, his or her parent or guardian, to know their own physical limitations, to learn safe techniques, and to learn the proper use and limitations of each piece of equipment, if any, used in such activities. A participant should agree to participate in an activity only after taking the time to become familiar with it and its associated risks. **If you have any questions about a particular activity, its physical demands, the use of associated equipment or the inherent risks associated with that activity, PLEASE contact an instructor or supervisor before agreeing to participate.**

I, \_\_\_\_\_ (print name of participant or parent/guardian if under 18) am aware that participation in the activities offered by Dan Wyrick has inherent risks of injury and even death. Participation in these activities is voluntary, and I consent to participation with the knowledge of the risks involved. In consideration of said participation, I, individually and/or on behalf of my child, agree to assume the risks of participation, and to release and discharge Dan Wyrick from any and all claims, demands, actions, judgments, and executions for personal injuries or injuries to property caused by, or the result of participation in an activity offered by Dan Wyrick, unless such injury is the result of an intentional wrongful act or gross negligence.

Furthermore, the undersigned hereby consents to the use of their photograph, digital image or other likeness (or, if noted below, that of their minor child) by Dan Wyrick for website, brochures/advertising and news articles and/or publications purposes.

If the photograph to be used is that of a minor, this release and waiver must be signed by the parent or guardian of the minor. The undersigned hereby declares that he/she is the parent or legal guardian of \_\_\_\_\_ (name of minor).

This release and authorization may be revoked at any time by delivery of a written request to Dan Wyrick at 25238 N. Eunice Ave., Acampo, CA 95220.

The undersigned hereby acknowledges that California Law provides for claims and legal remedies for the unauthorized use of any person's photograph for commercial purposes, and hereby knowingly releases and waives any and all claims for damages sustained by the undersigned, or minor child of the undersigned of any kind, including those provided under California Civil Code §3344

By signing below, I acknowledge that I have **CAREFULLY** read, understand, and agree to be bound to the above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Participant)

Signature: \_\_\_\_\_  
(Parent/Guardian, if under 18)