

WILDFLOWER OUTDOOR RECREATION

Participant Agreement, Waiver, Release of Liability, and Assumption of Risk

This Participant Agreement, Waiver, Release of Liability, and Assumption of Risk ("Agreement") is entered into on this ____ day of _____, **2026**, by and between **Wildflower Outdoor Recreation** ("Wildflower," "Company," "we," "us," or "our") and:

Participant Name: _____

Participant Date of Birth/Age: _____

Parent/Guardian Name, if Participant is under 18 or requires legal guardian consent:

Address: _____

Phone: _____ Email: _____

The Participant and/or Parent/Guardian may be referred to in this Agreement as "Client," "Participant," "Parent/Guardian," or "you."

1. Services Provided

Wildflower Outdoor Recreation provides individualized outdoor recreation and community-based recreational support. Services may include, but are not limited to, bike coaching, supported bike rides, walking or hiking, park outings, museums, city exploration, food outings, crafts in the park, nature-based activities, and other customized recreational outings.

Activities are personalized based on the Participant's interests, comfort level, support needs, goals, and abilities.

Wildflower's services are recreational and community-based. Wildflower does **not** provide medical care, therapy, behavioral crisis intervention, transportation services, school services, or childcare.

2. No Equipment Rental or Equipment Maintenance

Wildflower does **not** rent, provide, repair, inspect, or maintain bicycles, helmets, adaptive equipment, scooters, e-bikes, or other personal equipment.

Participants are responsible for bringing their own properly fitted and working equipment, including a bicycle and helmet when biking is part of the session.

The Participant and/or Parent/Guardian is responsible for ensuring that all personal equipment is safe, functional, properly fitted, and appropriate for the activity.

3. Client and Participant Obligations

The Participant and/or Parent/Guardian agrees to:

1. Provide accurate information about the Participant's needs, abilities, medical conditions, allergies, medications, sensory needs, behavioral concerns, emergency contacts, and any other information that may affect participation.
2. Make sure the Participant arrives prepared for the activity, including appropriate clothing, shoes, water, snacks, sunscreen, medication, helmet, bicycle, or other needed items.
3. Ensure that all personal equipment is in safe working condition.
4. Follow Wildflower's safety instructions during the activity.
5. Understand that activities may be changed, shortened, paused, or canceled if Wildflower determines that conditions are unsafe or inappropriate.
6. Ensure that a Parent/Guardian or emergency contact is reachable during the session when required.
7. Pick up the Participant on time at the agreed location unless otherwise arranged in writing.
8. Inform Wildflower in advance of any support needs, safety concerns, elopement risk, aggression, self-injury, medical needs, sensory triggers, or other factors that may affect the safety of the Participant, Wildflower, or others.

4. Risks of Outdoor Recreation and Community Activities

I understand that outdoor recreation and community activities involve inherent risks. These risks may include, but are not limited to:

- Falling, tripping, slipping, or crashing;
- Bike-related accidents;
- Collisions with people, bicycles, vehicles, animals, objects, or natural features;
- Uneven surfaces, hills, curbs, trails, gravel, sand, wet surfaces, or other terrain;
- Weather-related risks, including heat, cold, wind, rain, fog, or poor air quality;
- Interaction with members of the public;
- Traffic or low-traffic street crossings when applicable;
- Allergic reactions, insect bites, plants, or environmental exposure;
- Fatigue, dehydration, emotional distress, sensory overwhelm, or behavioral escalation;

- Injury caused by the Participant's own actions, the actions of others, or unpredictable conditions;
- Serious injury, disability, or death.

I understand that Wildflower takes reasonable care to choose lower-risk environments when possible, but no activity can be guaranteed to be completely safe.

Participant/Parent Initials: _____

5. Biking-Specific Risks

For bike-related sessions, I understand that biking involves additional risks, including falls, loss of control, collisions, equipment failure, path hazards, road hazards, and unpredictable behavior by other people using the area.

Wildflower does not permit racing, stunts, jumps, unsafe traffic riding, or activities that Wildflower determines are beyond the Participant's current ability.

Participants must wear a properly fitted helmet during all bike activities.

Participant/Parent Initials: _____

6. Assumption of Risk

I voluntarily choose to participate in Wildflower Outdoor Recreation activities, or I voluntarily allow the minor or dependent Participant named above to participate.

I understand the risks described in this Agreement and accept those risks, including risks that may not be specifically listed here.

I acknowledge that participation is voluntary and that I may choose not to participate in any activity.

Participant/Parent Initials: _____

7. Release of Liability

To the fullest extent permitted by California law, I release and hold harmless Wildflower Outdoor Recreation, its owner, employees, contractors, volunteers, agents, representatives, and affiliates from any and all claims, demands, causes of action, damages, losses, costs, or expenses arising out of or related to participation in Wildflower activities.

This includes claims related to ordinary negligence, personal injury, property damage, emotional distress, illness, accident, or death, except where release is not permitted by law.

Participant/Parent Initials: _____

8. Indemnity

The Participant and/or Parent/Guardian agrees to indemnify, defend, and hold harmless Wildflower Outdoor Recreation, its owner, employees, contractors, agents, and representatives from any third-party claim, demand, liability, damage, cost, or expense, including reasonable attorneys' fees, arising out of or related to:

1. The Participant's actions;
2. The Participant's failure to follow safety instructions;
3. Inaccurate or incomplete information provided to Wildflower;
4. Unsafe, defective, or inappropriate personal equipment brought by the Participant;
5. Damage or injury caused by the Participant to another person, property, or location;
6. Claims brought by third parties arising from the Participant's participation in Wildflower activities.

Participant/Parent Initials: _____

9. Medical Authorization and Emergency Care

In the event of an emergency, I authorize Wildflower to contact emergency services, the Parent/Guardian, emergency contacts, or medical providers as needed.

I understand that Wildflower does not provide medical care and does not guarantee medical treatment. I am responsible for any medical expenses, ambulance costs, emergency care costs, or related expenses that may result from participation.

Emergency Contact Name: _____

Emergency Contact Phone: _____

Medical Conditions / Allergies / Important Information:

10. Medication and Health Needs

Wildflower does not administer medication unless specifically agreed to in writing before the session.

The Participant and/or Parent/Guardian is responsible for making sure the Participant has any required medication, medical devices, allergy medication, inhalers, or other health-related items.

11. Behavioral, Sensory, and Support Needs

Wildflower provides recreational support, not behavioral therapy, clinical treatment, crisis intervention, or medical supervision.

The Participant and/or Parent/Guardian agrees to disclose any behavioral, sensory, communication, safety, elopement, aggression, self-injury, medical, or emotional regulation needs that may affect participation.

Wildflower may modify, pause, or end a session if the Participant's needs exceed what can be safely supported in that setting.

12. Transportation

Unless specifically agreed to in writing, Wildflower does not provide transportation services.

If transportation, walking between locations, public transit, ferry, rideshare, or other travel is part of a customized outing, the details and any additional costs must be agreed upon before the session.

13. Payment and Cancellation

Payment is due according to the rate and terms agreed upon before the session.

Unless otherwise agreed in writing, cancellations require at least 24 hours' notice. Cancellations with less than 24 hours' notice may be charged the full session fee.

Admission fees, meals, ferry fare, supplies beyond what is included, parking, transportation, or other activity-related costs are not included unless specifically stated in writing.

14. Photos and Media

Please choose one:

_____ I give permission for Wildflower Outdoor Recreation to take and use photos or videos of the Participant for business, website, social media, or promotional purposes.

_____ I do not give permission for Wildflower Outdoor Recreation to use photos or videos of the Participant for promotional purposes.

Wildflower will not use the Participant's full name with photos without additional permission.

15. Independent Business Relationship

Wildflower Outdoor Recreation operates as an independent business. Nothing in this Agreement creates a partnership, joint venture, franchise, employment relationship, school relationship, therapy relationship, medical provider relationship, childcare relationship, or similar relationship between Wildflower and the Participant, Parent/Guardian, or Client.

16. Notices

Any formal notices under this Agreement shall be made in writing and delivered by email, personal delivery, or U.S. mail to the contact information provided by the parties.

Notices shall be considered received when delivered personally, when sent by email without bounce-back or delivery failure, or within four days after being mailed by U.S. mail.

17. Dispute Resolution

The parties agree to first attempt to resolve any dispute informally and in good faith.

If the parties are unable to resolve the dispute, the matter shall be handled according to the laws and procedures of the State of California.

Any arbitration, mediation, or additional dispute resolution process must be agreed to in writing by both parties or reviewed by legal counsel before being added to this Agreement.

18. Severability

If any provision of this Agreement is found to be illegal, invalid, or unenforceable, that provision shall be severed or reformed to the extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

19. Waiver

No delay or failure by Wildflower to enforce any provision of this Agreement shall be considered a waiver of Wildflower's right to enforce that provision later.

20. Force Majeure

Wildflower shall not be considered in default or responsible for cancellation, delay, or inability to provide services when caused by events beyond Wildflower's reasonable control, including but not limited to weather, poor air quality, illness, emergency, natural disaster, fire, unsafe conditions, transportation disruption, government order, pandemic, epidemic, or other events beyond reasonable control.

21. Governing Law

This Agreement shall be governed by and interpreted according to the laws of the State of California.

Any legal matter related to this Agreement shall be handled in a court or forum with proper jurisdiction in California.

22. Attorneys' Fees

If any action or proceeding is brought to enforce or interpret this Agreement, the prevailing party may be entitled to recover reasonable costs and attorneys' fees, to the extent permitted by law.

23. Survival

The release of liability, assumption of risk, indemnification, payment obligations, governing law, and any other provisions that by their nature should continue shall survive the completion, cancellation, expiration, or termination of services.

24. Entire Agreement

This Agreement contains the entire understanding between the parties regarding participation in Wildflower Outdoor Recreation activities.

There are no other oral or written agreements about the subject of this Agreement unless they are included in writing and agreed to by both parties.

This Agreement may be modified only in writing and signed or otherwise agreed to by both parties.

25. Acknowledgment and Signature

I have read this Agreement carefully. I understand that by signing it, I am giving up certain legal rights, including the right to sue Wildflower Outdoor Recreation for certain claims.

I understand the risks involved in outdoor recreation, biking, and community-based activities. I voluntarily agree to participate, or I voluntarily give permission for the Participant named above to participate.

Participant Name: _____

Participant Signature, if 18 or older: _____

Date: _____

Parent/Guardian Name, if applicable: _____

Parent/Guardian Signature: _____

Date: _____

Wildflower Outdoor Recreation Representative: _____

Date: _____