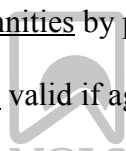


Protection From Claims of Minors
(in descending order of effectiveness)

1. A quality program, including good screening, disclosure, training, supervision, etc.
2. Inherent Risks. “Primary Assumption of Risks” No duty to protect a minor from inherent risks, which are impliedly assumed and which in a few states might have to be known or obvious. Inherent risks may be declared by statutes (Equine laws, for example.)
3. Assumed Risks
 - a) Expressly assumed by a minor. (Generally no duty to protect from risks expressly assumed. Can a minor be bound by his or her written agreement to assume? Very much like a contract, so perhaps not. Can a parent assume a risk on behalf of a minor? See below.)
 - b) “Secondary Assumption of Risks.” (Arises where there is a duty to protect from the risk (not inherent), and a known danger, but minor participates anyway. May produce a comparative fault analysis.)
4. Parents agree in writing that child has been advised of the inherent/assumed risks and child chooses to participate anyway. Uncertain of the effect of this.
5. Written indemnities by parent
 - a) Rarely valid if against minor’s claim.
 - b) May be valid as to other family members’ claims, including non-signing parent.
6. Release
 - a) Minor cannot be bound by his or her signature.
 - b) Parent can release his or her (parent’s) claim.
 - c) Other (non-signing) parent may be bound, by apparent ratification.
 - d) Minor may ratify (including by continued participation?) after majority.
 - e) In some contexts/states parent can sign on behalf of a minor (Ohio, California, Massachusetts, Florida in school and volunteer, recreation, and community programs; now, by statute, in Colorado and Alaska.
7. Special statutes, declaring inherent risks and immunities, for example.

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