Challenge **Education**

Weber State University, Outdoor Program **Acknowledgement and Assumption of Risks** Release and Indemnity Agreement

Acknow	ledgment	and	Assum	ption	of	Risks

We wish to inform our guests that any outdoor or educational experience is not risk free. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. The WSU Outdoor Program (OP) has taken reasonable steps to assure that our guests experience a rewarding activity. However, these inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death. I understand the OP does not want to frighten me or reduce my enthusiasm for these activities, but believes it is important for me (and my parents, if I am a minor) to know in advance what to expect and to be informed of the risks. We ask that you read this, sign it, and return it to our staff.

The following describes some, but not all of these risks, hazards and dangers:

- A ropes or challenge course is a serious of tasks, obstacles or challenges that the participants will travel through, on or around during the course. Most obstacles involving physical activity such as crawling, walking, climbing or movement using all or part of your body. Some of the obstacles will be off the ground, some quite high. Participants may experience exhaustion or tiredness from the course. A large amount of physical exertion will be required.
- Participants may experience rope burns from the ropes or cables traveling through their hands. Participants can fall against the rope or other objects while on the course. Participants may fall to the ground from heights of
- varying distances.

 Participants will often experience and confront several types of fear or trauma.

 You need to understand that your involvement and participation in this activity is voluntary. You have the right and you must notify us if you do not want to participate in any or all of the activities. Do not allow your friends or other participants to influence your decision to participate or not participate. If at any time you are unsure, frightened, or participate or not participate or not participate. unable to proceed please notify us at once and we will assist you in coming off the course.
- The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.
- This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while ropes or challenge course. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I understand that the above description of risks is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death, or other loss. I acknowledge that participating in these activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I am fully capable of participating in these activities without causing harm to myself or others. I understand that the presence of OP personnel is no assurance of my safety or the lessening of any of these risks.

Because certain activities are contraindicated under certain medical conditions, I affirm that if I have any mental or physical conditions or limitations that might compromise or affect my ability to participate in OP activities I have discussed them with a doctor in relationship to participation in this OP activity. Furthermore if my doctor or I feel it important to share this with the OP and/or its staff I will do so.

YES, I do have mental or physical conditions or limitations that might compromise or affect my ability to
participate in OP activities. I will share this information with OP staff and, if appropriate, the group as well

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I, and my Parent(s), if I am a minor, assume and accept full responsibility for me, for those risks identified here and for those risks not identifies, and for injury, death, property loss or expenses suffered by me and them, resulting from those risks, and resulting from my own negligence.

Last Name:

Release and Indemnity Agreement

Please read carefully. This part contains a Release and Indemnity Agreement and surrender of certain legal rights.

I, and if I am a minor, my parent(s), for and on behalf of myself and my children, heirs, executors, administrators and representatives, agree to release, indemnify and defend the OP, Weber State University, the State of Utah, and their officers, agents, servants, and employees (indemnify meaning protect by reimbursement or payment), with respect to all claims, liabilities, losses, suits or expenses (including costs and reasonable attorneys fees), made or brought by anyone, including a co-participant, third party, my child's enrollment or participation in OP activities or use of OP equipment or facilities. This agreement includes any losses claimed to be caused, in whole or in part, by the negligence of the OP. I understand that I agree here to waive all claims against the OP, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against the OP, as a result of any injury, damage, death or other loss suffered by me or my child.

Conclusion

I agree that Utah State Law governs this, and all other aspects of my relationship with the OP. Further, any mediation, suit or other proceeding arising out of or relating to my enrollment or participation in OP activities, must be filed exclusively in the State of Utah, and Utah State Law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Utah mediator. I also agree that if I, my child, or someone on the child's behalf, asserts a claim or files a suit against the OP, I will pay all costs and attorney's fees incurred by the OP in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that the OP is not responsible for the injury or loss.

Photo Release

I authorize and release to OP the use of my image in any photograph or video recording for any purpose of OP.

Insurance

I agree that the OP has no responsibility for medical care provided to me/my child, and I agree to pay all costs associated with such care.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified staff, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of OP to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf.

Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions of this Document, and those remaining provisions shall continue in full force and effect.

I have carefully read, understood and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives and estate.

Participant Printed Name	Signature		Date		
Email Circle all that apply WSU Student W#,	Phone # Faculty/ Staff W#	, Community,	Male,	Female	
IN CASE OF EMERGENCY, Please contact:		Phone:			

Parent(s) or Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. If I have a participating minor, I understand my signature here includes my agreement, per the terms of this Document, to release any claims I may have against the OP, as a result of any injury, damage, death or other loss suffered by my child, and to defend and indemnify (reimburse) the OP should my child, someone on the child's behalf, or a co-participant or third party, bring claim against the OP, in any way connected with my child's enrollment or participation in OP activities or use of OP equipment or facilities.

Parent or Guardian Printed Name *Version:* 2.10.2011