

# **Ohio University Recreation Studies & Outdoor Pursuits**

## **Assumption of Risk/Informed Consent Form/Waiver**

**PLEASE READ CAREFULLY!** This document must be read and signed by all participants prior to participation. For participants under 18 years of age, at least one parental or guardian signature is required in addition to the participant's signature. If, after reviewing this document, you have any questions concerning the Ohio University Recreation Studies and/or Outdoor Pursuits programs or need further clarification regarding the legal commitment this document represents, speak with your instructor before signing.

Ohio University Recreation Studies and Outdoor Pursuits program instruction, education and/or outdoor activities (referred to hereafter as "Activities") include but are not limited to the following: backpacking, camping, whitewater and flatwater canoeing, caving, rock climbing, mountaineering, swimming, winter wilderness living, back country living skills, facility maintenance, orienteering, whitewater and flatwater kayaking, mountain biking, rappelling, rafting, ropes course, rescue techniques, sailing, skiing, trail work, wilderness medical training, wilderness survival, and transportation or travel to and from Activities, challenge courses, and climbing walls. These Activities (whether scheduled or unscheduled, supervised or unsupervised and/or occurring during free time) inherently feature elements of risk, hazards and dangers (referred to hereafter as "Risk") that may result in loss of property, personal injury/trauma, illness, disability, paralysis, and death to participants and others (referred to hereafter as "Loss"). Such Activities may be conducted by Ohio University employees, volunteers, representatives, and contractors (referred to hereafter as "Staff") using locations, contracted services and/or equipment not controlled by Ohio University.

Participation in these Activities is voluntary and it is the responsibility of the participant to refrain from any Activity that is deemed unsafe or undesirable. It is also the responsibility of the participant to engage in Activities according to his/her physical conditioning and skill level.

### **Acknowledgement of Risk**

While precautions are taken to manage Risks, it is impossible to eliminate or reduce all Risks at all times. Not only may outdoor Activities result in Loss, but also serious impairment of my future abilities to earn a living, engage in other business, social and recreational activities and generally enjoy life.

Possible Risks associated with outdoor adventure Activities include, but are not limited to: exposure to weather (including but not limited to: rain, snow, ice, heat, cold, lightning, storms, flooding and drought) natural hazards/conditions (including but not limited to: rock fall, uneven ground, unstable surfaces, allergic reaction to vegetation/insects, rapids, foot entrapment and animal encounters) exposure to natural and man-made fire physical injury/illness (including but not limited to: drowning, falling, disorientation, loss of consciousness, heat exhaustion, heat stroke, hypothermia, frostbite, gastrointestinal disorders, overexertion, dehydration, hyponatremia, and burns) mental or emotional trauma equipment failure (personal and/or institutional) misjudgments by Staff, participants or others delays in transportation or medical care.

Staff and co-Staff may misjudge a participant's capabilities, health or fitness level, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location. Equipment may fail or malfunction, despite reasonable maintenance and use. By agreeing to participate in any Ohio University Recreation Studies and/or Outdoor Pursuits program Activity, participants acknowledge understanding and acceptance of these Risks.

### **Assumption of Risk and Release of Liability**

I, the undersigned, understand that participation in the Ohio University Recreation Studies and/or Outdoor Pursuits program may entail unavoidable Risks and I accept these Risks. I understand that I can help manage these Risks to myself and others through my actions and agree to listen to Staff so they can prepare me to face these Risks. I accept that I am under no obligation to participate in any Activity that makes me feel unsafe and I have the right not to participate in any Activity. I understand that I am responsible for my own decision-making and subsequent actions. I AGREE TO OBEY ALL TRIP SAFETY GUIDELINES. I further accept Ohio University carries no medical insurance for the protection of participants involved in Ohio University Recreation Studies and/or Outdoor Pursuits program. I assert that I am responsible for my own medical insurance and currently have medical coverage at the time of participation.

**Agreement of Release and Indemnity**

In consideration of my participation in the Ohio University Recreation Studies and/or Outdoor Pursuits program, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE** Ohio University, its officers, agents, and employees from any causes of action, claims, or demands of any nature whatsoever, which I, my heirs, representatives, executors and assigns may now have, or have in the future against Ohio University on account of negligence, personal injury, property damage, death or accident of any kind, arising out of or in any way related to my participation in the program.

I hereby further agree to hold harmless Ohio University and its officers, trustees, agents, and Staff (referred to hereafter as “Released Parties”) from any and all claims, including negligence (but not claims of gross negligence or intentionally wrongful conduct), which are in any way associated with my participation, or the minor for whom I sign, in this Activity. I agree further to indemnify Released Parties against any claim by a member of my, or the child’s, family, a rescuer, co-participant, or any other person, arising in whole or part from an injury or other Loss suffered or caused by me, or by the minor child, in connection with an Activity of Ohio University. These agreements of release and indemnity are intended to be enforced to the fullest extent permitted by law.

In the event that I file a lawsuit against Ohio University, I agree to do so solely in the state of Ohio in the Ohio Court of Claims, and I further agree that the substantive law of Ohio shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**Other Provisions**

Ohio University reserves the right to remove any participant from the program who Staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program or Activity. If a participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and treatment; plane, train, bus or taxi fare; accommodations and other travel expenses; and costs and compensation for Staff accompanying participant. Participant and parent(s) or guardian(s) of a minor participant agree: I have carefully read, understand and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate. One or both parent(s) or guardian(s) must sign below for any participating minor (those under 18 years of age).

_____	_____	_____
Participant Signature	Date	Print Name
_____	_____	_____
Parent/Guardian Signature	Date	Print Name