



Individual Participant Waiver and Release Agreement, Adventure Program

The undersigned in consideration for the right to participate in _____ Outdoor Program (OP) workshop, class, clinic, event or trip, hereby agrees to this waiver and release.

I recognize that the Activity may have a risk of personal injury and/or damage to my property. I hereby freely assume all risks which may be associated with or result from participating in the Activity including, but not limited to:

1. Travel to and from, instruction, participation, and competition.
2. Risks involved in physical activity. These activities may include running, sliding, jumping, falling, hiking, biking, snow travel, climbing, paddling, and repetitive lifting. These activities may take place at day or night and visibility may be significantly reduced.
3. Objective Risks present in an outdoor environment. These risks include travel where trails or routes may not be groomed, maintained, or controlled, or where trails do not exist. While traveling in these areas, hazards may not be marked or visible; weather is changeable, unpredictable and dangerous year-round. Many environmental risks are present and may include lightning, storms, swift-moving water, falling rocks, snow, and ice, avalanche dangers, fallen timber, bees and other stinging insects, wild animals, and other natural hazards and dangers that do not typically exist in an urban setting. Other risks may be present due to negligent behavior, or poor judgment from other parties not associated with Weber State University.
4. Subjective Risks in decision-making. The OP staff must make various judgments and decisions as they conduct educational and/or adventure activities in changing indoor and outdoor environments. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in staff decision-making and conduct, including, without limitation, the risk that an OP representative may misjudge a participant's capabilities, weather, terrain, water level, route location, environmental hazard, or medical treatment
5. Risk of equipment failure. Equipment used may break, fail, or malfunction, despite reasonable maintenance and use.
6. Risks connected with geographic location. OP activities may take place in remote places, several hours or days from any medical facility, where communication and transportation are difficult, where evacuation or medical care may be significantly delayed, and where advanced medical care may be impossible.
7. I authorize and release to the OP the use of my image in any photograph, audio recording, or video recording for any purpose of the OP with no compensation of any kind afforded to me.
8. Because certain activities are contraindicated with 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 licensed physician. Furthermore, if my physician or I feel it is important to share this medical condition with the OP and/or its staff, I will do so.
9. I agree that the OP has no responsibility for medical care provided to me, and I agree to pay all costs associated with such care. Medical services may be limited or unavailable.
10. 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 to acknowledge my own limitations and take responsibility for my own acquisition of relevant skills and knowledge. I understand that such risks simply cannot be eliminated without jeopardizing the essential quality of the activity. I hereby freely assume all risks which may be associated with or result from participating in the Activity.

I further agree to release the State of Utah, Weber State University (WSU), their officers, employees, agents, contractors and volunteers ("Releasees") from any and all liability, claims, demands, actions, loss, claim, damage, injury, illness, or harm ("Claims") to me of any kind or nature arising out of participation in the Activity including

where Claims occur due to the negligence of Releasees.

CONSENT

Consent is expressly given, in the event of injury, for any emergency aid, anesthesia, and/or operation, if in the opinion of the attending medical provider, such treatment is necessary.

I AM 18 YEARS OF AGE OR OLDER, HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THE FOREGOING WAIVER AND RELEASE, AND I SPECIFICALLY INTEND IT TO COVER MY PARTICIPATION OR COMPETITION IN THE ABOVE DESCRIBED EVENT.

Participant Printed Name _____ Signature _____ W# _____ Date _____

Age _____ Email _____ Phone # _____

Please circle applicable: WSU Student Faculty Staff General Public

IN CASE OF EMERGENCY, please contact: _____ Phone: _____

*If participant is under 18 do not sign above, please use the informed consent below which must also be signed by a parent or legal guardian.

Informed Consent for Minors and their Parent

This is an informed consent form for minors, which identifies risks of participating in a Weber State University ("WSU") activity or program, and a consent form for parents/guardians.

Parent or Guardian, read and sign this section: I have been informed of the nature of the Activity, listed in this document (see bullet points 1-10), which my minor child wishes to participate in. I recognize that the Activity may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. I state that my minor child is free from any known heart, respiratory or other health problems that could prevent her or him from safely participating in the Activity. I consent to the participation of my minor child in the Activity.

CONSENT

Consent is expressly given, in the event of injury, for any emergency aid, anesthesia, and/or operation, if in the opinion of the attending physician, such treatment is necessary.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Today's Date: _____

Participating minor child, read and sign this section: I desire to participate in the Activity described above. I agree to familiarize myself with the Activity and what is required, rules of conduct and safety equipment. I agree to follow proper operating procedures including safety procedures as outlined by the Activity leader, plus any directions given by WSU personnel. I agree to follow the rules of conduct and use the provided safety equipment.

Participant's Name: _____

Participant's Signature: _____ Today's Date: _____

Emergency Contact: _____ Phone: _____