

General

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

Last Name:

Acknowledgment and Assumption 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 ensure that our guests have a rewarding experience. However, these inherent and other risks, hazards, and dangers can cause injury, property damage, illness, mental or emotional trauma, disability or death.

I, _____, the undersigned (or parent/guardian if undersigned is a minor) understand the OP does not want to frighten me or reduce my enthusiasm for these activities. However, the OP believes it is important for me to know in advance what to expect and to be informed of the risks. By my signature below, I acknowledge the following:

The following list describes some, but not all of the risks, hazards, and dangers that may be encountered on an OP program.

1. Risks involved in physical activity. These activities may include running, hiking, biking, snow travel, climbing, paddling, and repetitive lifting. These activities may take place at day or night and visibility may be significantly reduced.
2. 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. May 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.
3. 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.
4. Risk of equipment failure. Equipment used may break, fail, or malfunction, despite reasonable maintenance and use.
5. 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.

First:

Participants, including minors, will have free time before, during, and after supervised instruction or activity, and at various other times while engaged with the OP. Throughout the activity, during both supervised and unsupervised time, all participants are responsible for their own safety. Should they feel unable to provide for or feel concerned for their own safety, they should notify OP staff immediately.

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 am fully capable of participating in these activities without causing harm to myself or others. I understand that the presence of OP staff is no assurance of my safety or the reduction of any of these risks.

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.

My participation in these activities is purely voluntary and I choose to participate in spite of and with knowledge of the risks. Therefore, I assume and accept full responsibility for myself those risks identified here those risks not identified, and for any injury, death, loss, damages, or expenses suffered by me, resulting from those risks, my own negligence, or the negligence of others, including OP staff.

Release and Indemnity Agreement

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

I, 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** with respect to all claims, liabilities, losses, suits, or expenses, made or brought by anyone, including a co-participant or third-party, due to my 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.

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.

Photo Release

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.

Insurance

I have adequate health, disability, and life insurance for myself and my family or beneficiaries. 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.

I hereby give permission for transportation to any medical facility/hospital and I authorize any qualified staff or medical personnel to render necessary emergency medical care for me. I hereby authorize the release of any medical information, including information concerning my HIV/AIDS status, in the possession of the 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 Assumption of Risk and Release and Indemnity Agreement 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 Indemnity Agreement and acknowledge that it shall be effective and binding upon myself, my family, heirs, executors, representatives, and estate.

Participant Printed Name	Signature	Date
Email	Phone #	Gender
<u>Circle all that apply</u> WSU Student W# _____	Faculty/ Staff W# _____	General Public

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

The parent or guardian of a minor must also complete this section.

Parent(s) or legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they are subject to all of the applicable terms of this Indemnity Agreement as set forth above except the waiver of the participant's rights.

I have read the foregoing document and understand the risks involved in the activity in which my child is participating. In consideration of my child's participation in the activity, I do hereby agree to this waiver and release of my rights and the rights of the other parent or guardian to make a claim or file a lawsuit of any kind against the OP.

I recognize that participation in the activity may involve moderate to strenuous physical activity and may cause physical and or emotional distress to participants. There may also be associated health risks. I state that student is free from any known heart, respiratory, or other health problems that could prevent my child from safely participating in any of the activities. If my child does have such a condition, I will share this with OP staff.

I certify that I have medical insurance or otherwise agree to be personally responsible for costs of any emergency or other medical care that my child receives. I agree to release State of Utah, WSU, the OP, and their agencies, departments, officers, employees, agents, and all sponsors, officials, and staff or volunteers from the cost of any medical care that my child receives as a result of participation in the activity.

I further agree to release the State of Utah, WSU, the OP, their agencies, departments, officers, employees, agents, and all sponsors, officials, and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions, and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees, or harm of any kind or nature to me arising out of my child's participation in this activity. I understand my signature here includes my agreement to release any claims I may have against WSU and the OP as a result of any injury, damage, death or other loss suffered by my child.

Parent or Guardian Printed Name	Signature	Date
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