

Participant Name: \_\_\_\_\_ Semester: \_\_\_\_\_



### PARTICIPANT WAIVER AND HOLD HARMLESS FORM

Participant Legal Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

ID# or Drivers Lic #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Student \_\_\_\_\_ Fac./Staff \_\_\_\_\_ Dependent \_\_\_\_\_ General Public \_\_\_\_\_

In Case of Emergency Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_

#### OUTDOOR PURSUITS – Experiential Learning Center

1. In consideration for receiving permission for myself or my dependent to participate in the SFASU Outdoor Pursuits Program (herein referred to as ACTIVITY), which is sponsored by the Department of Campus Recreation at Stephen F. Austin State University (herein referred to as SPONSOR), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS** for any and all purposes SPONSOR, the Board of Regents, their officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the negligence of RELEASEES.** I acknowledge there may be physically strenuous activities. General risks are listed in item number two below; some more specific risks are outlined according to activity at the end of the waiver. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to injury or death while traveling to and from the activity sites; blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration; sunburn; heat and/or cold related emergencies; drowning and/or oxygen shortage; exposure or weather-related conditions; medical illnesses; head, neck, and/or spinal injuries; bite or attack by an animal, insect or marine life; allergic reaction, shock, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well being and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in said activity including injuries sustained as a result of the negligence of RELEASEES.** I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

4. I give permission for the activity leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that *I am responsible for any expenses incurred.* I fully understand that Stephen F. Austin State University does NOT provide any medical insurance coverage for me while participating in this activity. I also realize that I may be attended to by the activity leaders following established SFASU OP Wilderness Medicine Protocols until medical care is available.

5. I acknowledge that photographs and video may be taken during the activity and allow reproductions of these photographic materials to be used in promotional activities initiated by SFASU Outdoor Pursuits Program, the Department of Campus Recreation and Stephen F. Austin State University.

6. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

7. In signing this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

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**Experiential Learning Center Program - Risks and Hazards**

There are risks and hazards inherent to an ELC Program. The same elements that contribute to the uniqueness and fun of an ELC Program such as the physical effort or being in the outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. SFASU Outdoor Pursuits Program does not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. The following list does not intend to be all-inclusive; exclusion of a risk or hazard does not negate its possibility.

- Injury or death while traveling to and from the activity sites.
- Equipment failure or malfunction.
- Rope burns while handling the rope.
- Falling to the ground from a height of varying distance.
- During a fall when roped up, the jolt from the rope catching you may injure you.
- Objects falling off the climbing site may hit you, such as climbing holds, climbing equipment, and even other people.
- Anchors may fail.
- Belayer error.
- Personal injury including but not limited to: blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death.
- Aspiration of water or drowning.
- Sunburn and/or other heat and/or cold related illnesses.
- Weather such as sun, cold, rain, lightening, hail, wind.
- Dehydration.
- Bite or attack by an animal, insect, reptile or marine life.
- Poisonous plants.
- Slipping and falling while on land, in water, in trees, or on challenge course low and/or high elements.

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**By signing this waiver/assumption of risk, I accept the stated conditions and inherent risks of participation.**

Date: \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_ **Participant Printed Name:** \_\_\_\_\_

**Signature of Parent or Legal Guardian:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_  
(If participant is under 18 years old)