

Presbyterian College

ATHLETIC AND RECREATIONAL ACTIVITIES - RELEASE, INDEMNIFICATION, STATEMENT OF RESPONSIBILITY AND ASSUMPTION OF RISK

BY SIGNING, I INDICATE I HAVE READ THIS DOCUMENT AND AGREE TO ITS TERMS. In consideration for being allowed to participate in the Blue Hose Outdoor Orientation Trip (the "Activity"), a voluntary activity, I agree as follows:

1. **Voluntary Participation:** My participation in this Activity is purely voluntary, no one is forcing or requiring me to participate, and I elect to participate in spite of the risks.
2. **Acknowledgement and Assumption of Risks:** The Activity involves a number of inherent and other risks. These include hypothermia, heat exhaustion, broken bones, lacerations, concussions, sprains, strains, bruises, drowning, heart attack, and other injuries arising from exertion or physical contact, including death or paralysis. There is also a risk that other persons participating in or supervising the Activity may act in a way that causes me harm. There is risk in travel connected with the Activity. There is risk that equipment may fail or malfunction, and that playing fields or courts may have dangerous conditions. I assume full responsibility for myself for all risks associated with this Activity, and for all injuries, harms, and damages that may result from participation in the Activity, including bodily injury, emotional damage, illness, disability, death and/or loss of or damage to personal property. I agree to assume responsibility for all such risks, whether identified in this document or not. I also assume the risk of negligent conduct by other participants, supervising persons, and/or Presbyterian College ("PC") or its employees.
3. **Behavioral Responsibilities:** I will at all times comply with the rules, regulation, standards, and instructions for the Activity. I will use good judgment and abide by all safety guidelines while involved in the Activity. I understand my safety is my personal responsibility and I will act accordingly if I feel something is unsafe or beyond my ability. PC may terminate my participation in the experience for inappropriate conduct.
4. **Application of PC's Honor Code and Student Conduct Code:** I understand that I will be subject to PC's Honor Code and Code of Student Conduct (the Blue Book and Garnet Book), and other rules of conduct, while participating in the Activity.
5. **Release of Liability and Covenant Not to Sue:** I hereby voluntarily and forever release, waive all claims against, and discharge **Presbyterian College ("PC") and its officers, trustees, agents, employees, independent contractors, volunteers, and all other persons or entities acting under their direction and control (collectively "the Released Parties")** from any and all claims, demands, or causes of action, related to illness, injury, disability, death, property damage or any other loss which is in any way connected with my participation in the Activity. I hereby covenant not to sue a Released Party with respect to any claim released by this agreement. This release applies to claims that a Released Party was in whole or in part negligent. But, the release does not apply to any Released Party to the extent that Released Party is determined to be grossly negligent or to have caused harm intentionally.
6. **Indemnity:** I agree to assume the liability for, and to indemnify, hold harmless, and defend PC and the other Released Parties from, any and all claims or damages by any person for sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by me in connection with the Activity. I further agree to defend, hold harmless, and indemnify the Released Parties for any and all claims by me (or in my name or on my behalf), a member of my immediate family, a rescuer, a medical care provider, or any other person, arising in whole or in part from illness, injury, disability, death, property damage, or any other loss suffered by me or caused by me in connection with my enrollment or participation in the Activity. My obligation hereunder to indemnify is not excused by the fault of an indemnified party, but to the extent an indemnified party is at fault, my obligation to indemnify hereunder shall be limited to the extent of the harm not caused by that person's fault.
7. **Health and Safety:** I certify that, to the best of my knowledge, I am capable of participating in this activity and that I have no physical or psychological condition that might prevent my participation in the Activity or render it unduly dangerous to me or others. I authorize PC to secure medical and emergency treatment advice and services (including first aid) as it determines desirable for my health or well-being in the event of injury, accident, and/or illness during my participation in Activity. I give permission to first responders and medical personnel to treat me as they deem medically appropriate. I understand the Activity will not be staffed by trainers or physicians. I agree to be responsible for the cost of any such care obtained for me, including the cost of evacuation. I hereby release PC and the other Released Parties from any liability for such decisions or actions.
8. **Term and Scope:** This agreement shall cover my participation in the Activity indicated below for a period of one year from the date of execution by me.

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I affirm that I am over the age of 18 and that I have read this document and agree to its terms. I understand that I am voluntarily giving up certain rights by signing this document.

PRINT Student Name

Student Signature

Date

Activity

This student is under 18 (or otherwise not a legal adult) and I am signing this as the student's parent or guardian. I consent to the student's participation in the Activity, and I agree individually and on behalf of the student to the terms of this Release, Indemnification, Statement of Responsibility and Assumption of Risk as it applies to the student's participation. I further agree to defend, indemnify, and hold harmless and indemnify each and all of the Released Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon or asserted against said parties because of any illness, injury, disability, death, property damage or any other loss which is in any way connected with the student's enrollment or participation in the Activity, and I release said parties on behalf of the student and his parents or legal guardians.

PRINT Parent Name if Student is under 18

Parent Signature

Date