

Roanoke College Outdoor Adventures

PARTICIPANT AGREEMENT

INCLUDING ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY

Please read this document carefully. It must be signed by all participants. "Participant" includes adult and minor participants, unless otherwise indicated. If the participant is a minor (under 18 years of age) at least one parent or guardian (referred to below as "Parent") must also sign as evidence of Parent's acknowledgment and agreement to the following, on Parent's behalf and on behalf of the minor participant. In consideration of the services provided by Roanoke College, I agree to the following:

Rules and Requirements

I agree to conduct myself in accordance with Roanoke College policies and procedures that are applicable to the Outdoor Adventures Program. I further agree to abide by all the rules and requirements of each activity within the Program. If my minor child is the Participant, I agree to ensure that they abide by all the policies, procedures, rules, and requirements of each activity and the Program. I acknowledge that Roanoke College has the right to terminate my/my minor child's participation in the Program if it is determined that my/my minor child's conduct is detrimental to the best interests of the group, violates any rule of the Program or for any other reason in Roanoke College's discretion.

Activities and Risks

I understand that Roanoke College provides an Outdoor Adventures Program. I further understand and acknowledge that the activities of the programs have risks, including certain risks which are inherent. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The same elements that contribute to the unique character of these activities can cause loss or damage to equipment, accidental injury, illness, or, in extreme cases, permanent trauma, disability, or death. The following describes some, but not all, of the inherent risks of the Program: playing; observing or participating in Program activities; traveling to and from Program site, including via private vehicle, common carrier, and/or Roanoke College owned vehicle; injury resulting from athletic or physical activities during the Program as a result of the activity area's conditions, the acts of third parties, or other unknown safety hazards; diving injuries, skin, eye, lung and ear irritation, injuries resulting from loss of balance and footing, injuries resulting from lack of oxygen, drowning, injuries due to conditions of equipment, unpredictability of weather and water conditions, wildlife, burns resulting from cooking or fires, negligent first aid operations, and other risks that may not be known to me or not reasonably foreseeable at this time and during my participation.

I have read and understand the trip description, packing list, and participant agreement. I agree to terms and policies stated in all the above-mentioned materials. The staff of Roanoke College has been available to more fully explain the nature and physical demands of the activity in which I (or the minor participant) will be engaged, and certain inherent and other risks of my activity with Roanoke College.

Acknowledgment and Assumption of Inherent and Other Risks

I understand and acknowledge that the description above ("Activities and Risks") of the inherent risks of my activities is not complete and that other, including unknown or unanticipated, risks, inherent and otherwise, may result in property loss, injury, illness, or death. I acknowledge that my (or the minor participant's) participation in this program is purely voluntary, and I wish to (or have the minor student) participate in spite of and with knowledge of the inherent and other risks involved. **I acknowledge and assume the inherent risks described above and all other inherent risks of my activity as well as any other risks of enrolling participating in, or being present on Outdoor Adventures Programming. In addition, I expressly assume ALL risks of enrolling and participating in a program, inherent or otherwise, and whether or not described above.**

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Agreements of Release and Indemnity

If I am an **adult** participant, or the parent of a minor participant I agree, for myself and on behalf of the minor student for whom I sign, as follows:

I hereby release, hold harmless and agree not to sue Roanoke College, its officers, trustees, agents, and staff including employees, volunteers, and interns (“Released Parties”), with respect to any and all claims of loss or damage to person or property by reason of injury, disability, death or otherwise, suffered by me or by a minor participant for whom I sign, arising in whole or part from my, or the minor participant’s, enrollment, participation, or presence on an Outdoor Adventures Program. I agree further to indemnify (“indemnity” meaning to defend, and to pay or reimburse, including costs and attorney’s fees) Released Parties against any claim by a member of my, or the minor participant’s, family, a rescuer, another student, or any other person, arising in whole or part from an injury or other loss suffered by enrollment, participation, or presence on an activity of the Outdoor Adventures Program. These agreements of Release and Indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct. They are intended to be enforced to the fullest extent permitted by law.

Other Provisions

If I am an adult participant or the parent of a minor participant I further agree, for myself and on behalf of the minor student for whom I sign, as follows:

I have verified that I, or the minor participant, have no past or current physical or psychological condition that might affect my, or the minor’s, participation in the Program, other than as described on the health form submitted. I am, or the minor is, able to participate without causing harm to myself, or to themselves, or to others. The medical information given is accurate and all pertinent medical conditions have been disclosed. Prior to the commencement of the course, Roanoke College will be informed of any medical condition that has not been previously disclosed. I understand that admission of me or the minor participant to the course is not intended as a representation that Roanoke College’s staff will be able to manage successfully a medical event or emergency related to a disclosed, or undisclosed, medical condition. The responsibility for determining a student’s suitability for a course is not Roanoke College’s but, rather, the participant’s, guided by family and their physician. **Roanoke College reserves the right to refuse admission or remove a participant from a course for any reason it deems in the best interests of the participant or the school.**

Roanoke College is authorized to obtain or provide emergency hospitalization, surgical or other medical care for me, or for the minor participant. I understand that situations may arise in which third-party medical care is not available and which require staff to provide first aid and possibly more advanced procedures, employing wilderness first aid or wilderness first responder training. Any third-party medical care provider is authorized to exchange pertinent medical information with Roanoke College. Costs reasonably associated with medical services, including evacuation, shall be borne by me.

Roanoke College may use my or the minor participant’s name, contact information and photo or other image in promotional materials and press releases. Roanoke college may from time to time use the services of private contractors for certain tasks, including, for example, transportation. Roanoke College is not responsible for the acts or omissions of such contractors; if I voluntarily withdraw or am expelled, Roanoke College reserves the right to notify a parent, guardian, or emergency contact person.

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I agree to be responsible for any damage I, or the minor participant, may cause to facilities or gear. Roanoke College is not responsible for loss, theft, or damage to a student's personal belongings.

Any dispute between me, or the minor participant, and Roanoke College will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the Commonwealth of Virginia, and any mediation or suit shall occur or be filed only in the Commonwealth of Virginia.

If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

THE PARTICIPANT AND THE PARENT(S) OR GUARDIAN OF A MINOR PARTICIPANT HAVE READ THIS PAGE AND THE PREVIOUS PAGES OF THE DOCUMENT AND UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS, WHICH SHALL BE BINDING UPON THEM, THEIR HEIRS, ESTATE, EXECUTORS AND ADMINISTRATORS. THE AGREEMENT MAYBE MODIFIED ONLY IN WRITING.

Participant Signature

Age

Date Signed

At least one parent (or guardian) must sign below if the participant is a minor. I agree for myself, and on behalf of the minor participant, to all the terms in this agreement. I have legal authority to act on behalf of the minor participant.

Parent/Guardian Signature

Age

Date Signed

