



OSU Challenge Course Waiver and Release

Date at Course _____

Any person attending the Challenge Course must sign a participation agreement. Please bring the form with you and give it to the instructor.

The undersigned Applicant wishes to be accepted for participation in an **Oklahoma State University Adventure Challenge Course Program** to be organized by:

(Organizing Agency or Group)

And in consideration of **Oklahoma State University's** action in allowing the applicant to participate in such course, the undersigned acknowledges that the Challenge Course will necessarily involve participation in exercises which are, by their nature, physically demanding and will subject the applicant to stress, anxiety, and possible hazards, not all of which can be foreseen. It is fully understood that the applicant will be climbing and walking on cables, logs, ladders, walls and beams; at times, thirty feet above the ground. Reasonable precautions will be taken to protect the applicant.

The undersigned assumes all of the ordinary risks normally incidental to the nature of the program, including risks, which are not specifically foreseeable.

MEDIA RELEASE

I hereby authorize and give full consent to OSU Outdoor Adventure to copyright or publish all media in which I appear while engaged as a participant in any and all Outdoor Adventure programming. I further agree that Outdoor Adventure may transfer, use or cause to be used, these photographs or video for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation, reservation or any compensation other than that receipt of which I hereby acknowledge.

MEDICAL TREATMENT RELEASE

In the event of an emergency, I do hereby authorize any x-ray examination, anesthetic, dental, medical, surgical diagnosis or treatment by a physician or dentist and any hospital service that might be rendered under the general, specific or special consent of the Outdoor Adventure staff.

HEALTH HISTORY: Do any of the following medical conditions apply to the undersigned. (Please explain if answering yes to any question.)

- | | | | |
|-------------------------------|----|-----|-------|
| Heart condition | NO | YES | _____ |
| Back or neck injuries | NO | YES | _____ |
| Allergic reaction | NO | YES | _____ |
| Knee, bone, or joint injuries | NO | YES | _____ |
| Epilepsy, Seizures or asthma | NO | YES | _____ |
| Recent surgeries | NO | YES | _____ |
| Currently taking medications | NO | YES | _____ |
| Pregnant | NO | YES | _____ |
| Other (please explain) | NO | YES | _____ |

APPLICANT (print) _____ **AGE** _____

SIGNATURE _____ **DATE** _____ **WITNESS** _____

PARENT OR GUARDIAN _____

(If the applicant is under 18 years of age)

Be sure to fill out the back of this form

Outdoor Adventure

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, and services of Oklahoma State University's Outdoor Adventure program (hereafter referred to as OA), I on behalf of myself, my heirs, personal representatives, or assigns, **do hereby release, waive, discharge, and covenant not to sue** OA, its directors, officers, employees, volunteers, independent contractors, and agents from liability **from any and all claims arising from the ordinary negligence of** OA or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in OA activities including, but not limited to, organized activities, workshops, observation, and individual use of facilities, premises or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to **HOLD HARMLESS AND INDEMNIFY** OA from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my involvement at OA. I further agree to pay all costs and attorneys' fees incurred by OA in investigating and defending a claim or suite if my claim is withdrawn or to the extent a court or arbitration determines that OA is not responsible for the injury or loss.

Severability and Venue. The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as permitted by the law of State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Payne County, Okalahoma.

Signature: _____

Date: _____

Acknowledgement of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by the law in the State of Oklahoma.

Assumption of Inherent Risks: Physical activity, by its very nature carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. OA has facilities for and provides for activities including but not limited to rock climbing, backpacking, hang gliding, horse packing, surfing, snowboarding, mountaineering, caving, artificial wall climbing, and whitewater rafting. Use of OA facilities and the aforementioned activities may involve strenuous exertions using various muscle groups, some involve quick movements involving speed and change of direction, and others involve strenuous physical activity which places stress on the cardiovascular system. Environmental hazards include but are not limited to temperature and weather extremes, rock fall, encounters with dangerous wildlife, as well as extensive travel in 15 passenger vans,

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises or sprains to 2) major injuries such as bone, joint or back injuries, loss of sight, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and **I know the nature of the activities** at OA, **I understand the demands** of the activities relative to my physical condition and skill level, and **I appreciate the types of injuries** which may occur as a result of activities made possible by OA. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Acknowledgement of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily **and intend my signature to signify a complete assumption of the inherent risks of participating in or observing recreational activities at OA** to the greatest extent allowed by law in the State of Oklahoma.

Signature: _____

Date: _____