

University of San Diego Outdoor Programs

Acknowledgment & Assumption of Risks

Release & Indemnity Agreement

Outing/Event Name: _____ **Date(s):** _____

DESCRIPTION OF DOCUMENT: Please read this entire Acknowledgment and Assumption of Risks and Release and Indemnity Agreement (hereafter "Agreement") carefully before signing. This Agreement informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and compromise of your legal rights.

PARENT OR GUARDIAN REFERENCE: Parent(s) or Legal Guardian(s) (hereafter collectively "Parent(s)") of any participating minor child (hereafter "minor") shall sign this Agreement, as shall the participating minor (those under the age of 18). First person references shall include both the participant and the parent/guardian, unless the context requires otherwise.

CONSIDERATION: In consideration of my participation in the University of San Diego Outdoor Programs (hereafter "OP") I agree to the following:

INHERENT RISKS: I understand that there are risks associated with participating in OP educational/adventure activities. Some of these risks are inherent to the activities and cannot be eliminated or reduced. I further understand that my participation in OP activities may result in my death or disability or damage to my property. These risks include, by way of example, and not limitation:

- Sustained physical activity, including prolonged cardiovascular exercise and lifting and carrying heavy loads
- Transportation in University vehicles driven by student outing guides who have Class B licenses but who do not drive the vans on a regular basis
- Objective outdoor hazards including, but not limited to, fast-moving water, wild animals, weather, falling objects, extreme temperatures, poisonous plants and insects, lightning/thunder, solar radiation, etc.
- Equipment malfunction and/or failure despite reasonable maintenance
- Outing Guide judgment and decision-making
- Traveling in remote locations that may be days from definitive medical care, where communication and transportation are difficult and where evacuation could be significantly delayed
- The absence, impracticality and/or ineffectiveness of cellular phones and/or other communication technology
- Conduct of individuals, associated or unassociated with the outing
- Conduct of individuals and/or groups contracted by OP
- Unsupervised free time, such as restroom/food breaks during transport, evening and various other times
- Other risks, hazards and dangers, both known and unknown, that are generally associated with educational and/or adventure activities that may be present during an outing

These risks can lead to, by way of example, and not limitation:

- Physical and mental discomfort
- Sprains, strains, dislocations & fractures
- Illness (e.g. gastrointestinal discomfort, Lymes disease, flu, Hanta virus)
- Exposure (e.g. hypothermia, hyperthermia, frostbite, altitude sickness)
- Dehydration
- Minor/major abrasions, lacerations, puncture wounds, burns & infection
- Being lost
- Drowning & near drowning
- Animal bites & stings
- Simple and severe allergic reactions
- Head, neck & back injuries
- Respiratory distress, failure and/or arrest
- Cardiac distress, failure and/or arrest
- Temporary/permanent disability
- Temporary/permanent paralysis
- Death

My participation in these activities is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with knowledge of the risks. Therefore, I assume all risks, both known and unknown, inherent or otherwise, and accept full responsibility for injury, illness, death, property loss or expenses resulting from those risks, and, from my participation in OP activities.

EXCULPATORY/INDEMNIFICATION: I hereby KNOWINGLY AND INTENTIONALLY AGREE TO RELEASE, INDEMNIFY ("indemnify" meaning protect by reimbursement or payment) AND DEFEND the University of San Diego, its employees, Trustees, agents or representatives, and the USD Outdoor Program, its directors, officers, employees, guides, contractors or participants (hereafter "OP Parties") with respect to any and all claims, actions, liabilities, losses, suits or expenses (including costs and attorney fees), whether foreseen or unforeseen, made or brought by anyone, including a co-participant, my child, or any member of my or my child's family, arising directly or indirectly by reason of any damage, injury, illness, paralysis or death in any way arising out of my or my child's enrollment in OP outings, participation in OP activities or use of OP equipment or facilities. THIS RELEASE INCLUDES LOSSES CLAIMED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF OP Parties. In addition, I agree to waive all claims I may have against OP Parties, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against OP Parties, that I may have now or may have in the future, as a result of any damage, injury, illness, paralysis or death to me or my child.

CHOICE OF LAW/FORUM SELECTION: I agree that this and all other aspects of my relationship with OP, are governed by the laws of the State of California. Further, any suit or legal proceeding, arising out of or relating to my participation in OP activities, or other dispute with OP must be filed exclusively in the State of California. I also agree that if I, or my child, assert(s) a claim or file(s) a suit against OP, I will pay all costs and attorneys' fees incurred by OP in defending that claim or suit, if the claim or suit is withdrawn or dismissed, or to the extent a court determines that OP is not responsible for the injury or loss.

PHOTO RELEASE: I authorize OP, and/or parties designated by OP, to use my or my child's photo for sale or reproduction in any manner OP desires, for advertising, display, audio-visual, exhibition or editorial use.

POLICIES: I have read and fully understand all policies regarding my enrollment in, and participation on, OP activities, and agree to abide by all laws, University of San Diego policies, and OP policies and instructions. Further, I agree to act in accordance with the Mission of the University of San Diego and the Mission and philosophies of OP. I understand that once the outing begins I will not leave the outing or activity. However, if in the opinion of OP staff, I am not abiding by OP policies and philosophies, I may be removed from the trip at any point by and at the discretion of OP staff and that I will reimburse OP for all costs incurred from such action, including the cost of transportation back to the University of San Diego.

SEVERABILITY: Any portion of this Agreement deemed unlawful or unenforceable shall not affect the remaining provisions of this Agreement, and those remaining provisions shall continue in full force and effect.

FINAL ACKNOWLEDGMENT: I have carefully read, clearly understand and voluntarily sign this agreement. I am aware this is an acknowledgment and assumption of risk, a release of liability, a waiver of claims, an agreement not to sue and of indemnity and a contract between myself and the University of San Diego. I acknowledge that this document shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and all members of my family.

Participant Signature: _____ *Date:* _____

Print Name: _____ *DOB:* _____

PARENT OR GUARDIAN: I am the parent or legal guardian of the above named minor child (under age 18) and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this Agreement, as set forth above. I understand my signature here reflects my agreement, per the terms of this Agreement, to release any claims I have or may have against OP, as a result of injury, illness, paralysis, or death to my child, and to defend and indemnify OP should my child, someone on my child's behalf, or a third party, bring a claim against OP, arising out of my child's enrollment and participation in OP activities or use of OP equipment or facilities.

Parent or Guardian Signature: _____ *Date:* _____

Print Name: _____

IMPORTANT: (please complete, if place a NO or NA in the space if you do not have food allergies/special diet restrictions)
*****Please list any existing allergies (i.e. trees, pollen, molds, foods, insect stings, medications, etc.) that you are currently taking/should be taking, along with any know side effects:**

Please indicate if you have a special diet (i.e. vegetarian, no red meats, lactose intolerant, etc.)
