

# Outdoor Adventure Program

## *Assumption of Risk - Release of Liability*

This form is due prior to participation in any Outdoor Adventure activity.

I, \_\_\_\_\_, understand and agree that the Outdoor Adventure Program, of which I plan to be a participant, involves certain risks and that regardless of the precautions taken by Outdoor Adventure, some bodily injuries may occur. I acknowledge the following:

- I am over 18 years of age and in good mental and physical health.\*
- I understand that participation in this event is strictly voluntary and that I am under no obligation by the University of Arkansas – Fort Smith to participate and that my course grade will not be affected by not participating; also, the University has not pressured or otherwise coerced me into this agreement.
- I understand that participation involves certain inherent dangers and assume those risks and do release UA Fort Smith and its employees, both in their public and private capacity, from any and all liabilities, claims, suits, demands, or causes of action which may arise from my participation in this event.
- This release shall be binding upon my successors and heirs.
- UA Fort Smith does not provide any health or accident insurance coverage for me, and I do not expect it to do so.

Specific risks/hazards involved in the Outdoor Adventure Program include but are not limited to the following:

- 1) Accidents while traveling to and from sites.
- 2) Dehydration
- 3) Physical injury sustained while participating in outdoor activities or medical problems such as illness, allergies, etc.

I voluntarily and knowingly agree to protect, hold harmless, and indemnify the Outdoor Adventure Program, its representatives, officers, advisors, and agents; University of Arkansas – Fort Smith Student Affairs Office, its officers, representatives, and employees; the University of Arkansas - Fort Smith, the University of Arkansas System its officers, representatives, and employees; the State of Arkansas, its officers, representatives, and employees, against all claims, demands, or causes of actions for property damage, personal injury, or death including defense costs and attorney's fees arising out of participation in the Outdoor Adventure Program that may be sustained by me (or my child if co-signed by parent or legal guardian).

Accordingly, the above-mentioned group(s) shall notify me promptly in writing of any claim or action brought against it in connection with my participation in these activities. Upon such notification, I shall promptly take over and defend any such claim or action.

In addition, I understand and agree that the Outdoor Adventure Program cannot be expected to control all of the risks articulated in this form but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. The university does not carry medical or accidental insurance for activities mentioned. As such, participants should review their insurance portfolio.

I have read this document and do willingly signify my agreement for the consideration expressed and with a full understanding of its purpose by signing below. I represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement. I also understand that the information on this form may be shared with the Outdoor Adventure Program staff.

PARTICIPANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

LEGAL GUARDIAN (if under 18 years of age) \_\_\_\_\_ DATE \_\_\_\_\_