WHITEWATER & CHALLENGE COURSE ACTIVITIES

DAVIDSON OUTDOORS PROGRAMS
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS IS A LEGAL DOCUMENT. READ IT CAREFULLY BEFORE SIGNING.

1. I understand and accept that the Davidson Outdoors Program (the “Programs”) activity noted above exposes me to many risks and dangers. Some of the risks which may be present or occur include, but are not limited to:

- The hazards of whitewater paddling, including the risk of drowning;
- Water hazards associated with whitewater rivers and mountain streams, including swift currents, large waves, deep water, waterfalls, reversals and other water formations, slippery rocks, boulders, trees and other obstacles;
- Swimming, wading and / or floating in unfamiliar and sometimes turbulent water; man-made objects in the river including but not limited to ropes, bridge pilings, glass and metal junk;
- The risk of underwater entrapment in rock crevices or river debris;
- Using boating equipment, including canoes, paddles, Personal Flotation Devices, ropes, and associated boating equipment;
- The actions and behaviors of other boaters;
- Carrying and transporting canoes, kayaks, and camping gear, and associated equipment;
- Using Challenge Course harnesses, ropes, carabiners, and other climbing equipment;
- Man-made objects falling from above on the Challenge Course, including but not limited to ropes, carabiners, other climbing gear, packs, cameras, and personal gear;
- Carrying ropes and other Challenge Course equipment;
- Falling from Course elements and landing on ground, or falling against cables, ropes, trees platforms, beams, other people, etc.;
- Failure of ropes, cables, bolts, nuts, platforms, beams, boards, harnesses or other course elements;
- The hazards of traveling in steep terrain, including the potential for falling;
- Using camping equipment, such as stoves, cooking gear, knives and other gear;
- The physical exertion associated with these activities;
- Failure to follow instructions, or improperly following instructions;
- Injuries inflicted by animals such as skunks or raccoons, snakes, spiders, by insects such as bees, hornets and ticks, and by plants;
- The forces of nature, including lightning, weather changes, high winds, extreme heat, heavy rains, river level changes and others, which might result in sunburn, electrocution, hypothermia, hyperthermia, or injury caused by blown objects;
- Any predisposition to a pre-existing condition, such as asthma, allergies or the aggravation of an old injury;
- The potential consequences of accident or illness in remote places without medical facilities;
- Traveling in a vehicle not driven by me.

I have read page one of this document. Participant Initials: ______________

Minor Participant’s Parent or Guardian Initials: ______________
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DAVIDSON OUTDOORS PROGRAMS

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2. I understand and accept that these risks expose me to, but are not limited to, the following consequences: death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to my musculoskeletal system and serious injury to other aspects of my general health and well-being. I also understand that the risks in participating in the Programs include not only the foregoing physical injuries, but also impairment of my future abilities to earn a living, to engage in business, social and recreational activities, and generally to enjoy life.

3. Understanding the risks mentioned above, and understanding that this activity may subject me to rigorous physical exertion, I hereby state that I am physically fit to participate in this activity.

4. IN CONSIDERATION OF MY BEING PERMITTED TO PARTICIPATE IN THE PROGRAMS, AND AS A CONDITION OF THE RIGHT TO PARTICIPATE IN THE PROGRAMS, I PERSONALLY ASSUME ALL RISKS INCIDENT TO SUCH ACTIVITIES. I ALSO WAIVE, RELEASE AND FOREVER DISCHARGE DAVIDSON COLLEGE AND ANY OF ITS EMPLOYEES OR AGENTS FROM ALL LIABILITIES, LOSSES, DAMAGES OR COSTS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH MY TRAVEL TO OR PARTICIPATION IN SUCH ACTIVITIES (INCLUDING RESCUE ACTIVITIES ASSOCIATED WITH THE PROGRAMS). I AGREE TO INDEMNIFY AND HOLD THE COLLEGE AND ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL LIABILITIES, LOSSES, DAMAGES OR COSTS OF ANY NATURE THAT MAY ARISE IN CONNECTION WITH MY TRAVEL TO OR PARTICIPATION IN SUCH ACTIVITIES, INCLUDING RESCUE ACTIVITIES. THE TERMS OF THIS DOCUMENT SHALL BIND ME, MY HEIRS AND PERSONAL REPRESENTATIVES.

5. This Program Activity is not a College requirement. I have freely chosen to participate.

6. I understand that if, after reading this document, I choose not to participate, I will be given a full refund.

7. Prior to signing this document, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I had have been answered to my satisfaction.

    I further state that I am ____ years old and competent to sign this document.

____________________________________________________________________________________
Signature  Printed Name  Date
____________________________________________________________________________________
Signature of minor participant’s parent or legal guardian  Printed Name  Date

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