

Angelo State University Recreation, Outdoor Adventures
ACKNOWLEDGEMENT OF RISKS AND RELEASE

PRINT NAME _____

TRIP TITLE AND TRIP DATE: Student Warrior Outdoor Leadership Experience (August 19-22, 2013)

In consideration of the services of Angelo State University, University Recreation, Outdoor Adventures, Texas Tech University Board of Regents, officers, volunteers and all other programs are entities associated with it (collectively referred to as ASU-UREC), I agree as follows:

Although ASU-UREC has taken reasonable steps to provide me with appropriate equipment and skilled staff for the trip so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity has risks, including certain risks which cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of trauma, disability or death. I understand that ASU-UREC does not want to frighten me or reduce my enthusiasm for this activity, but thinks it is important for me to know in advance what to expect and to be informed of the activities' inherent risks. The following describes some, but not all, of those risks.

ASU-UREC trips live, camp and travel out of doors, where they are subject to numerous risks, environmental and otherwise. Activities vary from trip to trip, and include hiking and backpacking, mountaineering, climbing and descending glaciers, rock and ice cliffs, whitewater and sea kayaking, rafting, canoeing, skiing, horse packing, fishing, road and mountain biking, caving, dog sledding, and hang gliding.

ASU-UREC trips occur in remote places, many days from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.

Meals are prepared over gas and/or alcohol stoves and open fires. Water often requires purification before use. Camping risks and hazards include burns, cuts, diarrhea, flu-like illness, blisters, falling timber, and others.

Travel is by vehicle, bicycle, raft, canoe, kayak, dogsled, horse, aircraft, train, skis, on foot or by other means over rugged, unpredictable terrain, including boulder fields, downed timber, rivers, rapids, river crossings, high mountain passes, snow, ice, slippery rocks, crevassed glaciers, ocean tides, currents, waves and reefs. Attendant risks include vehicle collisions, falling, capsizing, drowning and others associated with such travel, as well as environmental risks such as avalanches, flash floods, heat, cold, and unpredictable forces of nature such as weather which may change suddenly. Possible injuries and illnesses include hypothermia, frostbite, high altitude illnesses, sunburn, heatstroke, dehydration and others mild or serious conditions.

Decisions are made by the trip leaders and participants in a wilderness setting based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free, unsupervised time before, during, and after the field portion of trips. Throughout a trip, participants are responsible for their own safety and for the safety of other members of their trip.

ASU-UREC trips in foreign countries may be exposed to animals, diseases and infections not common to the United States; in addition, these trips may be subject to dangerous road travel, political unrest, riots, demonstrations, thievery and other such incidents.

I AM AWARE THAT ASU-UREC TRIPS INCLUDE RISKS OF INJURY OR DEATH TO MYSELF. I UNDERSTAND THE DESCRIPTION ABOVE OF THESE RISKS IS NOT COMPLETE AND THAT THE UNKNOWN OR UNANTICIPATED RISKS IS NOT COMPLETE AND THAT THE UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN PROPERTY LOSS, INJURY OR DEATH. I AGREE TO ASSUME RESPONSIBILITY AND INDEMNIFY ASU-UREC FOR THE INHERENT RISKS IDENTIFIED HEREIN AND FOR ANY NEGLIGENCE ON THE PART OF ASU-UREC AND THOSE INHERENT RISKS NOT SPECIFICALLY IDENTIFIED. MY PARTICIPATION IN THIS ACTIVITY

IS PURELY VOLUNTARY, NO ONE IS FORCING ME TO PARTICIPATE, AND I ELECT TO PARTICIPATE IN SPITE OF AND WITH FULL KNOWLEDGE OF THE INHERENT RISKS.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities and that I have responsibilities as a participant. I acknowledge that the staff of ASU-UREC has been available to clarify or more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with activity.

I possess at least the following qualifications, which are prerequisites to participation in this activity: I have read and understand the Trip Itinerary, the Trip Description, Learning Goals, and the Physical and Mental Challenge information provided.

I have completed the self-screen Outdoor Pursuits Health Statement. If recommended by ASU-UREC, I understand that it is my responsibility to consult a physician to verify that I have no past or current physical or psychological condition that might affect my participation in the trip, other than has been described and discussed with the trip leaders. I understand that ASU-UREC reserves the right to deny my participation on a trip or in an activity out of consideration of my current physical or psychological ability and the demands of the trip or activity. Furthermore, 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.

I agree that this Acknowledgment of Risks and all other aspects of my relationship with ASU-UREC contractual or otherwise are governed by the laws of the State of Texas, but not is "conflict of law rules" which might make applicable the laws of another jurisdiction. Further, any suit, mediation or arbitration arising out of or relating to my enrollment or participation in this trip or any other dispute with ASU-UREC must be filed or entered into only in the State of Texas. Venue as to a dispute arising under this agreement shall be San Angelo, Tom Green County, Texas.

I represent that I am fully capable of participating in this activity, without causing harm to myself or others. Therefore, I and my Parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence or the negligence of ASU-UREC in participating in this activity.

I, and my parent(s) or guardian, if I am a minor, have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.

I acknowledge that I am not required to participate in this program and affirm that my participation is voluntary.

SIGNATURE: _____ **DATE:** _____
(PARTICIPANT)

If the participant is under 18, I am signing as a parent or guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) ASU-UREC from any claim which may be brought by or on behalf of the participant, or any member of the participant's family, for injury or loss resulting from those inherent risks of the trip, described above, and from the negligence of the participant or ASU-UREC:

SIGNATURE: _____ **DATE:** _____
(PARENT OR GUARDIAN)