

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND DECLARATION OF FITNESS TO USE THE RENTAL EQUIPMENT

Please Read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I, (print name) _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activities generally described as _rock climbing, backpacking, canoeing and hiking, including the rental of equipment and transportation associated therewith of which I am about to engage in. Inherent Hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant of kicking, biting, shying away, running off, or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route locations.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

I hereby declare that I am physically fit. I do not, and have not, suffered from any of the following medical conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during activities.

Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs.

I hereby declare that I have no physical or mental condition that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.

I further declare that in the event that I feel ill or unwell, have any physical complaints whatsoever or if any injury is sustained of any kind during the course of activities, I will notify the Instructor/Guide/employee immediately and before moving away from the immediate vicinity.

I HAVE READ THE ABOVE DECLARATIONS, UNDERSTAND THEM, AND I AGREE TO BE BOUND BY THEM.

Release of Liability, Waiver of Claims and Indemnity Agreement and Declaration of Fitness to Use the Rental Equipment

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

Ohio Wesleyan University

Owner (Company and/or Person)

