

Assumption of Risk

LIABILITY RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE

Release executed by _____ (full legal name of Participant) and _____ (full legal name of Parent or legal guardian of Participant), whose address is _____, to the Board of Trustees of Southern Illinois University, a body politic and corporate of the State of Illinois, on behalf of Southern Illinois University at Carbondale.

1.0 Southern Illinois University's Touch of Nature Environmental Center is sponsoring the **Spectrum Wilderness Program** (hereinafter "Activity") in which the **following activities are engaged: Camping, hiking, backpacking, canoeing, rock climbing and rappelling, high and low ropes courses, caving, travel out of state or country, and work/service projects.** Participant and parent or legal guardian desires participant to participate in Activity, to be held at Touch of Nature which is property owned and/or controlled by SIU, and participant and parent or legal guardian fully understand and appreciate the dangers, hazards, and risks inherent in the Activity, in the transportation to and from **the Activity, which dangers include but are not limited to slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia (cold related illnesses), hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.** Furthermore, **TONEC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction,** and which also could include serious or even mortal injuries and property damage. Participant and parent or legal guardian understand that the list of such dangers is not a comprehensive list and that other risks may be associated with Participant's participation in the Activity or transportation to and from the Activity.

2.0 Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Activity, on behalf of Participant, Participant's family, heirs, and personal representative(s), Participant and parent or legal guardian, agree to assume all the risks and responsibilities surrounding Participant's participation in the Activity, the transportation, and in any independent research or activities undertaken as an adjunct thereto, and in advance release, waive, forever discharge, and covenant not to sue the Board of Trustees of Southern Illinois University, and its officers, agents, employees, and any students acting as employees (hereafter called the "Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that Participant may have or that may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 Participant and parent or legal guardian understand and agree that Releasees do not have medical personnel available at the location of the Activity or on the campus. Participant and parent or legal guardian understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. Participant and parent or legal guardian understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Further, Releasees shall not be responsible or liable for any costs or other charges related to such medical treatment.

4.0 Participant and parent or legal guardian understand that any personally owned automobiles used in conjunction with this Activity are not covered by the university for personal property damage or liability. Participant and parent or legal guardian understand that if Participant utilizes a personally owned automobile Participant is required to carry auto liability insurance as required by the State of Illinois and any state in which this activity involves. Further, if Participant agrees to be a passenger in a vehicle that is not owned and/or operated by a University faculty member or representative, Participant and parent or legal guardian hereby assume any and all risks that may be associated with riding in such vehicle and will hold the Releasees harmless from any and all loss, damage, injury or liability that may arise from such act.

5.0 It is Participant's and parent's or legal guardian's express intent that this release and hold harmless agreement shall bind the members of Participant's family, if Participant is alive, and Participant's estate, family, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the above-named Releasees. Participant and parent or legal guardian further agree to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in the **Spectrum Wilderness Program**.

6.0 In signing this Release, Participant and parent or legal guardian acknowledge and represent that they have fully informed themselves of the content of the foregoing waiver of liability and hold harmless agreement by reading it before they sign it, and they understand that they are signing this document as their own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

7.0 Participant and parent or legal guardian agree that Participant is voluntarily participating in this activity, despite the possible dangers and risks and despite this Release.

8.0 Parent or legal guardian further state that he/she/they are the legal parent or guardian of Participant and have legal authority to sign this agreement; and that Participant and parent or legal guardian execute this release for full, adequate, and complete consideration fully intending to be bound by the same. Participant and parent or legal guardian further state that there are no health-related reasons or problems which preclude or restrict Participant's participation in this activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to Participant.

9.0 Participant and parent or legal guardian further agree that this Release shall be construed in accordance with the laws of the State of Illinois. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, I have executed this release this ____ day of _____, 20____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

PARTICIPANT:

WITNESS:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

PARENT/LEGAL GUARDIAN:

WITNESS:

(Signature)

(Signature)

(Printed Name)

(Printed Name)