

Stevens Institute of Technology OUTDOOR ADVENTURE Liability Wavier and Acknowledgement of Risk

In consideration of the services of Stevens Institute of Technology, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Stevens"), I hereby agree to release and discharge Stevens, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that outdoor adventure based recreational activities such as canoeing, kayaking, whitewater rafting, rock climbing, rappelling, backpacking, mountain biking, hiking, ice climbing and snow skiing/boarding entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risk include, but are not limited to: slips and falls while walking in rugged, hazardous terrain; severe weather and environmental conditions; hypothermia; accidental drowning; sprains, strains, joint dislocations, and broken bones; falling from high places; the negligence of other participants; and exposure to potentially harmful wildlife, insects, and plant life.

"I hereby take full responsibility for these risks and understand that other risks may also exist. I take full responsibility for those risks."

2. "I understand that my negligence may result in injury to another person or equipment. I take full responsibility and hold harmless Stevens from any claims, demands, or causes of action which are associated with my negligence."

3. "I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks."

4. "I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Stevens from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Stevens' equipment or facilities, **including any such Claims which allege negligent acts or omissions of UNCA.**

5. Should Stevens or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

6. I have read and fully understand the trip description and registration form, medical contact form, and any other materials provided by Stevens regarding the trip. I have had that opportunity to ask any questions that I may have about the trip and related activities and the responsibilities and risk involved. All of my questions have been fully answered.

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by such condition.

8. In the event that I file a lawsuit against Stevens, I agree to do so solely in the state of New Jersey, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Stevens on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____

Social Security #: _____ Date: _____

PARENTS or GARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (Print minor's name) ("Minor") being permitted by UNCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless UNCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Print Name: _____

Date: _____