

Eastern Kentucky University Challenge Course and Teambuilding

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK.

Please read it carefully, fill in all blanks and initial each paragraph before signing.

I/My child, _____, hereby affirm that I have read this document in its entirety. By my signature below and by my **initialing each paragraph**, I agree to each and every term and condition of this document.

_____ I/My child UNDERSTAND THAT PARTICIPATION IN: **EASTERN KENTUCKY UNIVERSITY (EKU) CHALLENGE COURSE AND TEAMBUILDING HIGH/LOW INDOOR /OUTDOOR ELEMENTS** (hereafter referred to as “event”), WHICH INVOLVES CLIMBING, SWINGING, JUMPING, LIFTING, CARRIES WITH IT CERTAIN INHERENT RISKS AND DANGERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO: SCRAPS, CUTS, BUG BITES, STRAINS, SPRAINS, BROKEN BONES, PERSONAL DAMAGE, INJURY, PARALYSIS, LOSS, DEATH, OR PROPERTY DAMAGE OR LOSS. I understand that the aforementioned risks are described by way of example only, and that there are numerous other risks inherent in this activity to which I may be exposed. In the event of possible injury, I give permission for EKU to authorize the administration of medical care.

_____ I/My child agree that I have met and completed all prerequisites in order to competently participate in this event which include: **signing of the Waiver of Liability, Assumption of Risk, and Indemnity Agreement**. I am unaware of any physical or mental condition that would a) prevent me from safely participating in the event or b) endanger my health or safety or the health and safety of others due to my participation in the event. I attest that all of my questions regarding this event have been answered to my satisfaction.

_____ IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN: **CHALLENGE COURSE AND TEAMBUILDING HIGH/LOW INDOOR /OUTDOOR ELEMENTS at EKU, on _____ (Today’s date):** I, on behalf of myself/ my child, my family, heirs, successors, assigns, or anyone claiming interest through me, do hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, AND AGREE TO HOLD HARMLESS, Eastern Kentucky University, employees, regents, and volunteers (collectively referred to as “released parties”) FROM ANY AND ALL ACTIONS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS) THAT I, my family, heirs, successors, assigns, and anyone claiming interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THIS EVENT, whether such damage, injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

_____ I/My child hereby agree to indemnify all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, to me or my property which may occur as a result of my participation in this event.

_____ I/My child understand that the University in no way represents, or acts as an agent for, any third party trip organizer, third party transportation carriers, hotels, and other suppliers of service during this event. I understand and agree that the University is not responsible for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes. Further, the University is not responsible for any disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom.

If event is off-campus, check one of the following concerning transportation:

_____ I/My child desire to travel with the University’s group. I fully understand and appreciate the dangers, hazards, and risks inherent in the transportation to, from, and during this event, which dangers include, but are not limited to serious or even mortal injuries and property damage.

_____ I/My child do not desire to use the University provided transportation. I choose to use personal

transportation (of my own vehicle, another student's, or other third party) and agree that the University has no liability regarding transportation and I travel at my own risk.

_____ I/My child am using personal transportation (my own vehicle, another student's, or other third party) and agree that the University has no liability regarding transportation and I travel at my own risk.

_____ I/My child have read and understand that this release, waiver, indemnification of liability, and express assumption of risk, and sign this document on behalf of myself and my heirs with the intent to release, waive, and indemnify all of the Released Parties from all liability connected with my participation in this event (including, but not limited to the negligence of the Released Parties, whether passive or active) and to personally assume all risk of injury or death. I understand and agree that this event will not provide any insurance, or benefits, including workman's compensation benefits, on my behalf.

_____ I/My child understand that this waiver is valid, unless revoked, for one year from date of signing.

_____ I/My child **HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.** I understand that I signed this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made.

_____ I/My child further agree that this document will be interpreted in accordance with the laws of the Commonwealth of Kentucky. If any term or provision of this document shall be held illegal, unenforceable, or in conflict with any law governing this document, the validity of the remaining portions shall not be affected.

Please fill out all fields completely:

Participant's Full Name: _____

***Student ID:** _____ **Phone Number:** _____

E-mail Address (optional): _____

Emergency Contact: _____

Emergency Contact Phone: _____

Participant Signature: _____

(Signature of Parent or Guardian if under 18 years of age)

Date: _____

*Only for ECU students.



Eastern Kentucky University Challenge Course Health Questionnaire

Participant's Full Name: _____

Height: _____ **Weight:** _____ **Date of birth:** _____

- 1. Are you feeling healthy and well today? YES NO
- 2. Do you have any limiting physical or health disabilities (whether temporary or permanent) that you or your doctor feel would limit your safe participation in the named program? (I.e. asthma, a sprain, epilepsy, diabetes, allergies etc.) **Please explain:** _____

- 3. Are you currently pregnant or have given birth in the past 6 months? YES NO
- 4. Have you had a kidney transplant or any other surgery that would be aggravated by wearing a waist harness? YES NO
- 5. Do you use an Epi-Pen for allergies? YES NO
- 6. If yes do you have it with you today? YES NO

To the best of my knowledge all information presented above is accurate. I understand that this event may expose me to the risks that may require medical attention and in the event of a possible injury, I give permission to ECU to authorize the administration of medical care or transport.

Signature of Participant

Date: _____

Signature of Parent or Guardian if under 18 years of age

Photographic Release

I/My child, consent to allow ECU Adventure Programs, for all purposes to reproduce, sell and/or use photographs of myself/my child participating on the ECU Challenge Course. ECU Adventure Programs (including any agency, client, or periodical or other publication) in all forms and media and in all manners, including trade, display, advertising, editorial, art and exhibition. In giving this consent, I/My child release ECU Adventure Programs, their nominees and designees from liability for any violation of any personal and/or proprietary right I/My child may have to in connection with such sale, reproduction, or use.

Signature of Participant

Date: _____

Signature of Parent or Guardian if under 18 years of age

EKU Challenge Course Frequently Asked Questions

- **What should I wear?**
 - Comfortable clothing that is weather appropriate and allows for un-restricted movements
 - Closed toed tennis shoes, no flip-flops or smooth soled shoes.
 - No loose jewelry such as long necklaces or large earring.
 - sun protection such as a hat, sunglasses, or sunscreen

- **What should I bring?**
 - WATER in a refillable water bottle,
 - Extra sunscreen,
 - Bug spray (if wanted)
 - Any lifesaving medication (Epi-pen, Inhaler)

- **What will we be doing?**
 - Jumping, lifting, crawling, swinging, climbing, and tight rope walking
 - Learning to trust, support, communicate and encourage fellow group members
 - Moving outside your comfort zone and experiencing new things
 - Having FUN!

- **How do we get there?**
 - EKU is in central Kentucky, about 30 minutes south of Lexington, and just off Interstate 75. You'll enter the challenge course off of Lancaster Avenue (KY 52), just past the EKU driving range, and across from Creekside Subdivision. It looks like a personal residence, but you'll see a gravel road as you turn in that will lead you to our parking area adjacent to our picnic pavilion. Please do not park behind the Funderburk building. This is for EKU fleet vehicles only.

- **Is it safe?**
 - Safety is our number one priority. Our course is inspected prior to each event and monthly by our trained staff. An annual inspection is also conducted by a reputable outside agency ensures that our course is in good working order. Our staff also go through rigorous training program to ensure that all participants are safe while on all our high and low elements. Our aim is to provide a safe and supportive environment for all our participants.
 - We aspire to have a culture of “Challenge by Choice” while on the course and you will never be forced to participate in something that you do not feel comfortable doing.

- **What if I still have questions?**
 - Please call or email the Course Coordinator: Adrienne Fike at Adrienne.fike@eku.edu or 859-622-5251 for more information.

