



ADVENTURESports INSTITUTE®
at GARRETT COLLEGE
WAIVER AND RELEASE OF LIABILITY
IMPORTANT – READ CAREFULLY



2015-2016

THIS document affects your legal rights. It must be signed by you, the “Participant”, whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities offered by Garrett College and its Adventuresports Institute® as the “Provider”. It must be signed by your parent or guardian if you are a minor participant under eighteen (18) years of age. Only a custodial parent or legally appointed guardian may sign for a minor participant. The custodial parent or legal guardian agrees to these terms individually and on behalf of the minor.

Reference in this Agreement to “I” or “we” include all who sign below unless otherwise clearly indicated. References to “parent” or “guardian” means custodial parent or legally appointed guardian.

The undersigned Participant represents that he/she has no physical, cognitive or emotional condition that would be a risk as that term is defined in this document.

Individuals with known physical, emotional or cognitive disability or impairment and individuals who have been diagnosed and/or treated for any such impairment must file with the Provider a written statement from a diagnosing or treating physician that such disability or impairment does not preclude the individual from use of equipment or participation in the activity or activities for which the individual seeks enrollment. Without limiting the generality thereof, a physical, cognitive or emotional disability or impairment which will preclude the individual from enrollment in an offered program or the use of equipment is one that would be a risk to the individual, students, instructors, or other participants in a proposed activity. Notwithstanding the foregoing, the Provider, its designated agents or employees, reserves the right to exclude any participant deemed unable to participate in the proposed activity for physical, cognitive or emotional reasons.

In consideration of being allowed to participate in any way in the programs, activities and related events (including the use of equipment), I, _____, the undersigned Participant, custodial parent or legal guardian of a minor Participant, understand, acknowledge, appreciate and agree as follows:

Outdoor recreational activities of the type conducted by the Provider have inherent risks, dangers and hazards with respect to both the activity and the equipment used in such activity. The risk of injury from the activities involved in this program is significant, including the potential for permanent injury, paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.

My participating in such activities and/or use of equipment may cause bodily injury resulting in death or permanent physical disability or impairment, illness, temporary or permanent.

The risks and dangers associated with participation in Provider’s Adventure Sports Programs include but are not limited to interaction with wildlife, exposure to water-borne pathogens, the forces of nature, equipment failure, errors in judgment by instructors, guides, members of the Provider’s staff and other participants, including the improper assessment of the capabilities and conditions pertaining to the activities; equipment may be misused or may fail because of manufacturing defects or otherwise; the unpredictable force of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and

other such phenomena. Activities may take place in remote places, significantly delaying emergency medical care and evaluation.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of Provider immediately.

Participant, and the parent or guardian of a minor Participant acknowledge and understand the description of activities and risks set forth herein is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, sprains, broken bones and other injuries and illnesses.

I understand and acknowledge that there are risks inherent in transportation to and from the activity site(s). These risks may include but are not limited to: driver error, vehicle system/component failure, accidents resulting from inclement weather conditions such as rain, snow, ice and fog and actions caused by third parties. I hereby assume all responsibility for losses, damages, injuries and death as a result of transportation to and from the activity site(s).

I, (the Participant or the parent or guardian of a minor Participant) understand the nature of the services and activities offered by the Provider and their risks. I acknowledge and expressly assume all risks of the activities whether or not described herein, known or unknown, inherent or otherwise. I take full responsibility for any injury or loss, including death, which I, or a minor child for whom I sign, may suffer, arising in whole or in part out of such activities. I hereby release, agree to indemnify and hold harmless Adventuresports Institute® at Garrett College, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises, public or private, used for the activity, all collectively referred to as the "Releasees"", with respect to any and all injury, disability, death or loss or damage to person or property associated with my presence or participation, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I understand and acknowledge that by execution of this Waiver and Release that I am releasing, discharging and waiving any claims or actions that I otherwise may have against the Provider, its owners, agents, officers and employees for loss and damage of every kind and nature arising from my participation, or the participation of a minor child for whom I sign, for the acts or omissions of the Provider, including acts of negligence; excluding, however, willful, deliberate or wanton acts or omissions or conduct amounting to gross negligence.

The venue of any dispute between the parties arising out of or in any way related to this Agreement shall be Garrett County, Maryland.

I hereby grant to Garrett College, without limitation, the unrestricted right and authority to copyright, publish or use in public displays, all video/photos in any medium in which I appear while a participant in an event, course, or activity through Garrett College.

Participant understands and acknowledges that this Waiver and Release of Liability is intended to encompass all programs and activities of Adventuresports Institute® at Garrett College in which Participant enrolls after the date hereof.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

_____	_____	_____
PARTICIPANT'S SIGNATURE	AGE	DATE
_____	_____	
PARTICIPANT'S PRINTED NAME	STREET ADDRESS	
_____	_____	_____
CITY	STATE	ZIP CODE

**FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all Releasees and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

_____	_____	_____
PARENT/GUARDIAN SIGNATURE	(Print Name)	Date Signed



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