

CAMPUS RECREATION
Campus Outdoors, Challenge Course
Release and Waiver of Liability

(Activity): UCA Challenge Course

For purposes of this agreement, the term “UCA” shall refer to and mean the University of Central Arkansas, the President of UCA, members of the UCA Board of Trustees, any employee, representative, or agent of UCA, and any entity associated with, or controlled by, UCA. This release and waiver is given on the date set forth below to the University of Central Arkansas (“UCA”).

Participating in voluntary activities at the UCA Challenge Course

I intend to voluntarily participate in UCA Challenge Course activities. I understand that my participation in the program(s) is strictly voluntary. I understand that participating in voluntary activities on the UCA Challenge Course may require me to:

- Move across various stable and unstable, uneven structure surfaces
- Stand/walk for long periods of time
- Climb various stable and unstable, uneven structure surfaces
- Climb ladders
- Bend/stoop, kneel/squat, reach/grasp, push/pull (sometimes overhead)
- Repetitively use my hands
- Lift up to 45 lbs.
- Rely on others for physical and emotional support

I understand that these activities will be taking place outdoors and so I will be exposed to sunlight for long periods of time, hot or cold weather, possibly; rain, sleet, or snow.

Assumption of Risk

(Every activity contains inherent risk and it is impossible to ensure the complete safety of you as an acting participant.)

I am aware that the activity may involve risk of serious personal injury or death. I am voluntarily participating in these activities with knowledge and appreciations of the specific dangers involved and hereby voluntarily agree to accept and assume all risks of personal injury, death, damage or harm of any kind. I understand that I am responsible for any medical costs I may incur as a result of my participation.

I am aware that the activity may have less severe, but more common risks include, but are not limited to, bleeding, shock, cuts, burns, hypothermia, heat exhaustion, heatstroke, sunburn, frostbite, over-exertion, fatigue, blisters, fractures, contusions, sprains, strains, unconsciousness, and abrasions.

I am aware the activity also has environmental hazards include, but are not limited to fires, lightening, flashfloods, tornados, thunderstorms, high winds and extreme heat or cold. Other natural risks include, but are not limited to, animal, spider, and insect bites, and poisonous plants.

I am aware that if I have medical problems, especially severe asthma, heart conditions and allergy to insect bites, I will consult a physician before participating in this activity. I am aware that I am participating in a progressive physical activity. I accept complete responsibility for my health and well-being in the voluntary activity. A first aid kit will be provided for the activity. The first aid kit does not contain any prescribed medications such as Epi-Pens, inhalers, and insulin. Therefore, it is my responsibility to provide all necessary medications and/or prescriptions.

I am aware I am subject to disciplinary action for the possession, use, or distribution of narcotics, hallucinogens, barbiturates, or amphetamines, and other controlled substances defined by Arkansas law, except as expressly permitted by law; for the possession, consumption, sale, manufacture, or furnishing of alcoholic beverages on university property, university owned or leased vehicles, or university-sponsored events; and for the unauthorized possession, storage, and/or use of a weapon. This includes, but is not limited to, fireworks or other explosive devices, swords, long-bladed knives, BB or pellet guns, or firearms.

I understand there are risks and that the dangers of participation are real. For myself, my heirs, personal representatives, or any person claiming by or through me, I hereby agree forever to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Central Arkansas, any of its faculty (including but not limited to the faculty and/or staff sponsor of Campus Outdoors and the UCA Challenge Course), trustees, staff, employees, agents, or contractors, and any officers, agents or member of the University of Central Arkansas, Campus Outdoors, Campus Recreation Department (hereinafter collectively referred to as "Released Parties"), for any and all personal injuries, death, or any other claims or damages whatsoever, from whatever cause, supervised or unsupervised, including but not limited to negligence, resulting from my participation in the activities of the University of Central Arkansas' Challenge Course. I hereby agree that in the event any claim arising out of or incidental to personal injury, death or any damages to me shall be filed against any Released Parties, I shall indemnify and hold harmless such Released Parties against any and all such claims, including attorney's fees incurred by the University in defending any such claims.

I agree to pay attention to the state of all equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I have read the posted rules, and accept responsibility for failure to abide by these rules. If the Campus Recreation staff makes a specific request of or instruction to me, I agree to comply.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE AND WAIVER OF LIABILITY IS A RELEASE OF LIABILITY (INCLUDING BUT NOT LIMITED TO LIABILITY OF NEGLIGENCE) AND AN INDEMNIFICATION AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL.

By signing this Agreement, I acknowledge that I fully understand this Agreement and agree to its terms and conditions.

Printed name of participant

Student/Faculty/Staff/HPER ID #

Signature of participant

Date

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

If a participant is under the age of eighteen (18) years, this Release & Waiver of Liability must also be executed by the participant's parent(s):

Parent(s)' Printed Name(s): _____

Parent(s)' Signature(s): _____ Date _____