ACKNOWLEDGMENT, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
THIS DOCUMENT HAS LEGAL SIGNIFICANCE. PLEASE READ IT CAREFULLY.

Boise State University’s Outdoor Program offers members of the Boise State community the opportunity to participate in camps, workshops, seminars, educational/recreational classes and/or services that use the indoor and outdoor environments to heighten and enhance the learning experiences that can occur through recreational activities. Although Boise State University’s Outdoor Program takes reasonable steps to provide your child with appropriate equipment and skilled leaders so you can enjoy an activity for which you may not be skilled, we wish to remind you: this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the experience. The same elements that contribute to the unique character of this experience can be causes of loss or damage to your equipment, accidental injury, illness or even death. We do not want to frighten you or reduce your enthusiasm toward this activity, but we do think that it is important for you to be informed of the inherent risks associated with outdoor experiences.

I understand that my child will be participating in a program where they will live, camp, and travel out of doors and will be exposed to numerous environmental and activity based risks. Furthermore, I understand and acknowledge that during this program, my child may: travel via private and public transportation over rough and unpredictable terrain; travel via foot over rugged trails and off-trail terrain, participate in whitewater kayaking, canoeing, and rafting on calm and moving whitewater; rock climb indoors and outdoors; and participate in hiking, camping, cooking and other activities at the discretion of the program leaders.

Initial __________

I understand that the risks of participation include, by way of example and not limitation, the following: Accidents that may occur while being transported to and from the activity sites, all dangers of falling from high places; all dangers from falling objects; all dangers associated with water crossings and water activities; all dangers of being lost in a wilderness area; possibility of being exposed to extreme temperatures for long periods and with limited food, water, and comforts; sudden and severe weather changes; failed rescue or evacuation attempts; property damage loss; faculty equipment, the actions of others, and the possibility of serious injury, pain, mental or emotional trauma, and/or death. Accidents may produce death, serious neck or spinal injuries which may result in complete or partial paralysis or brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system and serious injury or impairments to other aspects of my body, general health and mental and emotional well being. I FULLY REALIZE THE DANGERS ASSOCIATED WITH MY CHILD’S PARTICIPATION IN A PROGRAM OF THIS TYPE AND VOLUNTARILY ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH PARTICIPATION ON BEHALF OF MYSELF AND MY CHILD.

Initial __________

I understand that the Boise State University Outdoor Program regularly operates in remote areas without access to immediate medical facilities. Regular communication to and from groups in the field is regularly difficult to maintain and can effect the speed of evacuating participates to medical care. I also understand that Boise State University does not provide travel insurance for participants and that the Boise State University Outdoor Program reserves the right to dismiss my child from the program at my expense. I understand and accept that I will be required to cover the costs of any emergency or non-emergency medical care, search and rescue operations, and/or evacuations deemed necessary by Boise State University Outdoor Program leaders and/or emergency personnel.

Initial __________

In consideration of the acceptance of my child’s participation in a Boise State University Outdoor Program camp, workshop, seminar, educational/recreational class and/or service, I hereby agree to and make the following contractual representations and agreements. I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the activity. With these demands in mind, my child has no physical or mental condition, to my knowledge, that would endanger him/her or others if he/she participates in the program. I agree that my child will abide by any University or Outdoor Program rules and regulations, INCLUDING NO ALCOHOL, TOBACCO, OR ILLEGAL DRUGS WHILE PARTICIPATING IN THIS PROGRAM.

Initial __________

I understand and agree that situations may arise during the Boise State University Outdoor Program camp, workshop, seminar, educational/recreational class and/or service which may be beyond the control and scope of knowledge of the program leaders or participants. I, ON BEHALF OF MYSELF AND CHILD, HEREBY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS the State of Idaho, Boise State University, Campus Recreation, Outdoor Program and each of their officers, agents, and employees including, without limitation, program directors, staff, paid and volunteer leaders, and other program participants, from any and all loss, damage, injury, cost, liability, and expense whatsoever arising from or in connection with my child’s participation in the Boise State University Outdoor Program camp, workshop, seminar, educational/recreational class and/or service identified or contemplated herein. I understand and agree that this agreement shall be governed by the laws of the State of Idaho; that jurisdiction for any legal action arising in connection with my participation, and/or, under this agreement, shall lie in the District Courts of the State of Idaho; and that the Fourth Judicial District of the State of Idaho in and for the County of Ada shall be an appropriate venue for the handling of such action.

Initial __________
MINOR WAIVER

I agree that I shall be primarily responsible for payment of any losses or expenses incurred by me or my dependents in connection with my participation in the Boise State University Outdoor Program camp, workshop, seminar, educational/recreational class and/or service identified or contemplated herein, whether by virtue of my own negligence or otherwise. I agree that I shall obtain and/or maintain personal insurance coverage in amounts I deem appropriate for myself and/or my dependents, within my independent judgment and discretion, sufficient to protect me and my dependents against any such losses or expenses, whether the result of personal injury, death, disability, loss or injury to property, personal negligence, or otherwise. I acknowledge that Boise State University has assumed no duty to advise me as to what insurance coverage, if any, might be necessary, advisable, or appropriate for me or my dependents, and that I have not relied in any way upon Boise State University, its officers, agents, or employees in making such determinations for myself or my dependents.

Initial  

I agree to be responsible for my child’s actions and conduct in connection with his/her participation in the Boise State University Outdoor Program camp, workshop, seminar, educational/recreational class and/or service identified or contemplated herein. I further agree to indemnify Boise State University and the State of Idaho for any and all losses, claims, actions, judgments, costs, damages, and liabilities incurred by Boise State University and/or the State of Idaho by virtue of my child’s willful or tortuous conduct in connection with such participation.

Initial  

I consent on behalf of myself and my child to the administration of medical treatment for my child, which may be required as determined by any employee or agent of Boise University. I further release any person who procures or renders such medical services from and against any and all liability which arise out of or be attributable to the requesting of or performance of such medical services.

Initial  

I hereby agree, on behalf of myself and my child, to permit Boise State University Campus Recreation Outdoor Program employees, agents, and other guests to take photographs and make film records of the program without further recourse. I understand and agree that such photographs and/or film used for commercial and/or promotional purposes.

Initial  

I HAVE CAREFULLY READ THIS FORM AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THE BOISE UNIVERSITY RECREATION SERVICES OUTDOOR PROGRAM RESERVES THE RIGHT TO DISMISS MY CHILD FROM THE PROGRAM DUE TO INAPPROPRIATE BEHAVIOR, LACK OF REQUIRED EQUIPMENT, OR ANY OTHER REASON, WITHIN ITS DISCRETION, THAT MAY JEOPARDIZE THE SAFETY OF THE PROGRAM. I AM AWARE THIS IS A RELEASE OF LIABILITY, A WAIVER OF CLAIMS, AN ASSUMPTION OF RISK, AN AGREEMENT NOT TO SUE AND A CONTRACT BETWEEN MYSELF, MY CHILD AND BOISE STATE UNIVERSITY, AND HEREBY SIGN THIS AGREEMENT OF MY OWN FREE WILL. I AGREE THAT, SHOULD ANY COURT OF COMPETENT JURISDICTION DETERMINE THAT ANY PROVISION OF THIS AGREEMENT IS INVALID, ILLEGAL, IMPRACTICABLE, OR UNENFORCEABLE, THAT PORTION SHALL BE DEEMED SEVERED FROM THE REST, AND THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

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<thead>
<tr>
<th>Participant’s Name (printed):</th>
<th>DOB: ______ M__ F__</th>
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<tbody>
<tr>
<td>Legal Guardian Signature (parent or court appointed guardian)</td>
<td>Date: ________________</td>
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<tr>
<td>Name of Parent or Legal Guardian (printed):</td>
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<td>Phone (Home):</td>
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<td>Address:</td>
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<td>Emergency Contact:</td>
<td>Relationship:</td>
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