

DICKINSON COLLEGE
ASSUMPTION OF THE RISK,
RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT
FOR OUTING CLUB

Name of Participant (Please print): _____

Academic year: 2015-2016

Participants in student run clubs, their events and activities, including the Outing Club, should be aware that the club's activities are organized and carried out by students and are not college programs. Outing Club activities have a particular set of risks given the outdoor and physical nature of its activities and events. This environment presents risks that are unique to this form of recreation.

Some of these risks include, but are not limited to:

- Contact with insects and wild animals
- Exposure to natural elements (sun, heat, cold, wind, water, plants, etc.)
- Uneven or unforeseen terrain
- Chronic/ repetitive overuse of hands, arms, legs or other body parts
- Not having the proper equipment or clothing
- Risks associated with travel to club events and activities

It is possible for individuals participating in outdoor adventures to suffer common injuries including but not limited to:

- Falls
- Sprained joints
- Muscle strains
- Bruises and lacerations
- Bug bites and stings
- Exposure injuries, such as sun or wind burn or frostbite

More serious, but less frequent injuries, such as broken bones, concussions, heart attacks, strokes, paralysis, and death may also occur.

As a participant in an Outing Club event/activity, I affirm that I am aware of my physical condition and can participate in the activities in which I am about to be involved.¹ I also affirm that I am aware of the potential of injury, including death, from participating in the Outing Club activity. I understand and agree that participation in this sport club is entirely voluntary, and that in exchange for the College providing this opportunity to me, I agree as follows:

ASSUMPTION OF RISK: I hereby acknowledge that I have personal knowledge of or have been informed of the various aspects of the Outing Club. I understand that as a Participant in Outing Club activity, I will engage in physical activities under the conditions set forth above and I am aware of and understand the risks attendant to participation in the outdoor adventure, including but not limited to the risk of injury to my person, as set forth above, as well as all other risks to my health, safety, and well-being or damage to property of myself and others. I understand that it is not possible to list specifically

each and every risk associated with participation in the outdoor adventure but acknowledge that the materials and information provided has given me sufficient information to make an informed decision about my participation. I hereby expressly ASSUME ALL OF THE RISKS OF INJURY OR DEATH or damage to my property which could occur by reason of my participation in the activities set forth above.

INITIALS: _____

RELEASE and HOLD HARMLESS: I agree that, in exchange for and in consideration of the College's permitting me to participate in the outdoor adventure, I hereby agree for myself, my heirs, executors, administrators and assigns to release and hold harmless the Outing Club, its members, participants, agents and representatives, as well as Dickinson College, its trustees, officers, agents, students, and employees, from any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including attorneys' fees and costs) which may arise by or in connection with my participation in any activities related to the Outing Club event set forth above.

INITIALS: _____

INDEMNITY: In exchange for and in consideration of the Outing Club permitting me to participate in the activity/event set forth above, I agree further to hold harmless and indemnify the Outing Club, its members, participants, agents and representatives, as well as College, its trustees, officers, agents, students and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys' fees and costs) by any person or the College which may arise by or in connection with my conduct while participating in the Outing Club activities.

INITIALS: _____

I hereby certify that I voluntarily sign this assumption of the risk, release, indemnity and hold harmless agreement, and intend to be legally bound by the terms of this document. I have read all of its provisions, and fully understand its significance.

Signature

Date