

**Associated Students, SDSU
ARC TEAM CHALLENGE
ASSUMPTION OF RISK, WAIVER & RELEASE FROM LIABILITY**

Group Name & Date of Program:

The Ropes Course and Team Building Program that you have chosen to participate in may involve physically and emotionally demanding activities in an indoor or outdoor setting. It includes climbing, jumping, lifting, pulling, stretching, running, hiking, and other rigorous activities on natural and manmade structures. These structures are located at low, medium, and high distances from the ground. It is essential for each of us, when participating in this program to take responsibility for our own health and safety as well as those of our fellow group members rather than expecting someone else to. In addition, we must constantly be proactive and concerned about the following:

- Our surrounding environment, facilities, equipment and their associated hazards.
- Changes in the weather, terrain or time of day.
- How our personal actions may affect the safety (physical and emotional) of other group members.
- Wearing the proper clothing and footwear for the activities.
- Keeping well hydrated by drinking copious amounts of water each day.
- Maintaining our body temperature by wearing appropriate layers of clothing.
- Our athletic and/or physical condition.

The undersigned, a participant on an Aztec Adventures Ropes Course and Team Building Program, understands and accepts that participation in these types of activities exposes one to many hazards. Some of the dangers and risks which may be encountered, include but are not limited to, the following:

- Injuries associated with traversing wire cables, logs, boards, telephones poles, and ropes such as scrapes, bruises, cuts, and splinters.
- The physical and emotional exertion associated with participation in the activities.
- Getting hit by falling objects such as ropes or other equipment.
- Hair, clothing, or jewelry getting caught in rappel devices, pulleys or other parts of the ropes course.
- Injuries or discomfort caused by improperly wearing a seat harness.
- Spending time in the out-of-doors, eating and preparing meals out of doors, walking or participating in any activity after dark, use of camp fires, sleeping on the ground, using portable toilet facilities or no toilet facilities at all.
- Injuries inflicted by animals, insects, reptiles or plants.
- Spotting, lifting, carrying and/or belaying other group members or program equipment.
- The forces of nature including lightning, extreme heat and/or cold, high winds, rain, snow, and others not named.
- Travel in a vehicle not driven by myself.
- Other group members who may knowingly or unknowingly jeopardize my physical or emotional safety by their wrongful actions or mistakes.

I choose to participate in this program in spite of these named risks and other unnamed risks which are inherent in these activities. I agree to take an active part to protect myself and my fellow participants during this program. Furthermore, I agree to respect the rights and feelings of my fellow group members and staff and to act in a supportive and caring manner during my participation in this program. Finally, I understand that I have the right to choose not to participate if I don't feel physically or emotionally safe.

I assume these risks and understand my responsibility in regards to this program. I understand the NO ALCOHOL AND DRUG POLICY, the cancellation policy, and agree to obey all other Aztec Adventures Program Policies and the safety guidelines set forth by the leaders of my program. I have also carefully read, signed and initialed the remainder of this form and understand and realize it relates to surrendering and releasing valuable legal rights.

Name of Participant

Participant's Signature

Today's Date

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In consideration of the use of the property, facilities and/or services of **THE ASSOCIATED STUDENTS**, including any travel related thereto, the undersigned agrees as follows:

1. **RISK FACTORS.** The undersigned understands and acknowledges that the use of equipment and facilities provided by Associated Students and participation in the AS/SDSU Recreation Programs (Intramurals, Sport clubs [extramurals], Physical Sports, Weight and Cardiovascular training, Aztec Adventures, Dance, Wellness Activities, Swimming, and any other programs and services sponsored by A.S. Campus Recreation Department) involves risk such as, but not limited to, the following which might result from the use of the equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care: **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS WHICH ARE FORESEEABLE AND INVOLVED WITH OR ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACTS OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in Section 1 above.
3. **ACKNOWLEDGEMENT OF POLICIES AND PROCEDURES.** The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities and/or equipment and understands that the safe and proper use of the facilities, equipment or participation in the activity is dependent upon carefully following such policies and procedures.
4. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical ability and training necessary to properly and safely use the equipment, facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility, or participate in the activity itself, then they shall direct such questions to the appropriate Staff Member on site.

1-4 Initials: _____ **ms** _____

5. **RELEASE.** The undersigned **RELEASES** the State of California, trustees of the California State Universities, the San Diego State University, the Associated Students of San Diego State University and all of their officers, employees and agents and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the negligence or other fault of the parties being released.
6. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect to exist at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
7. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the State of California, the trustees or the California State Universities, the San Diego State University, the Associated Students of San Diego State University and all of their officers, employees and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from the activity or this agreement and which include but are not limited to or which include but are not limited to damages to or destruction of any property of the indemnity of any others, injury or death to the undersigned or anyone else or any liability arising from the act or negligent act of the indemnity, the undersigned or anyone else.
8. **PAY.** The undersigned agrees to pay for any and all damages to any property or indemnity caused by the undersigned either negligently, willfully or otherwise.
9. **LEGAL FEES.** In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach hereof or the activity, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney fees and costs.
10. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, him/her heirs, assigns and legal representatives.
11. **EMERGENCY TREATMENT CONSENT:** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
12. **INSURANCE:** The undersigned understands the Campus Recreation Program does not carry participant insurance. The undersigned is encouraged to have a physical examination and purchase health insurance prior to any and all participation.

5-12: Initials _____

13. **ACKNOWLEDGEMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily.

m 13 Initials _____

Name of Participant & Date

Participant's Signature

**Associated Students, SDSU
ARC TEAM CHALLENGE
MEDICAL DISCLOSURE FORM**

Ropes course activities can be strenuous and often offer exercise of a different nature than one may be accustomed to. We do not want you to engage in any activities that would be detrimental to your health or which might be opposed by your physician because of illness, injury, or surgery. THANK YOU!

The following medical information may help you in the event of an accident or injury. Please complete this form accurately and truthfully. The facts you disclose will be kept confidential and will only be used to help staff respond to an injury or illness. Failure to disclose accurate and complete information could result in an injury or compound the damage of an injury to yourself or others.

Participant Name: _____ Today's Date: _____

Phone Number: (_____) _____ Age: _____ Sex: M F

Person to contact in the event of an emergency (Parent or nearest relative)

Name : _____ Phone : (_____) _____

Alternate number (work, cell phone, pager, . . .): (_____) _____

Are you covered by medical insurance? YES NO

I understand that I will be responsible for covering all expenses in the event I become injured or require evacuation.

Initials: _____

What medications are you taking or will you be taking during this event? What are the precautions and side effects of these medications?

Please describe any dietary restrictions you may have (i.e. lactose intolerant, allergies, vegetarian, etc.)

Photo/Media Release

I grant the ARC Team Challenge the right to use, reproduce, assign, and/or distribute photographs, film, videotapes and sound recordings of myself, for the use they may create. I understand that good faith efforts will be made to contact me to obtain final approval of any materials proposed for such use.

Participant Signature

Date

Please answer the following questions about your current and past health:

YES NO

___ ___ Allergies to plants or foods (Which?) _____

___ ___ Allergies to any medication (Which?) _____

___ ___ Allergies to insect bite/stings (Do you carry medication?) _____

___ ___ Diabetes (Are you taking insulin?) _____

___ ___ Heart Disease (specify) _____

___ ___ Epilepsy, fainting spells, seizures (specify) _____

___ ___ Asthma (Are you taking medication-do you have it with you?) _____

___ ___ High blood pressure (Are you on medication? Which?) _____

___ ___ Back Problems (What kind?) _____

___ ___ Dislocations/sprains/fractures (specify) _____

___ ___ Have you ever suffered from heat stroke/exhaustion (When?) _____

___ ___ Are you pregnant (Which trimester?) _____

This health statement is correct so far as I know. I hereby give permission to the medical personnel, selected by the ARC Team Challenge Staff, to order x-rays, routine tests and treatments for me. In the event my person to be notified in case of an emergency cannot be reached, I hereby give permission to the physician selected by the ARC Team Challenge Staff to hospitalize, secure proper treatment for me and to order injection and/or anesthesia and/or surgery for me. This form may be photocopied for use.

Name of Participant

Participant's Signature

Date