



# LEWIS-CLARK STATE COLLEGE

Activity Name: \_\_\_\_\_ Date(s): \_\_\_\_\_

Name: \_\_\_\_\_ ID # \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail address \_\_\_\_\_

Address: \_\_\_\_\_

Street City State Zip  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

**If you are under the age of 18, this form must be signed by the participant and by your parent or legal guardian.**

**This is a binding legal contract, please read before signing.**

Both participants and parent(s) / guardians must **read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety**. It is a binding legal document. Please read both sides of this page. Sign and return this form to faculty member or activity coordinators. **If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.**

I, the undersigned participant or parent/guardian, am aware that participation in \_\_\_\_\_ ("Activity") may include activities that are risky and dangerous. Both participant and his/her parent(s) / guardian(s) ("I") **acknowledge and accept the risks and give permission** for my participation in the Activity. I acknowledge that participation in this Activity has the following non-exhaustive list of particular activities that **bear risk and danger and from which bodily injury to myself, or my child, up to and including death**, may occur: risk of severe injury or death in the course of white water, flat water and/or ocean kayaking or rafting activities; entering, exiting and operating the watercraft; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp and sink and result in occupants becoming separated from the craft and could cause injury including but not limited to hypothermia; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft and other persons, in and outside of the watercraft; wading and boating in unpredictable and variable water flows and waterways; physical activities, related to kayaking or rafting including, but not limited to, lifting, bending, pulling, pushing, and propelling that would involve strenuous exertion that could place stress on cardiovascular and/or musculo-skeletal systems and result in drowning, broken bones, strain, sprains, joint injuries, heart malfunctions, eye injuries, concussions and head injuries; field trips, field research, including but not limited to hiking to Activity locations and outdoor team building exercises, on campus or off; activities supplemental to the Activity, such as walking, hiking, or boating to and from sites of interest; use or operation, by me or others with varying skill levels, of equipment, watercraft, and vehicles in the condition in which they are found; exposure to inclement weather including, but not limited to extremes of cold or heat, rain, sun, and wind that could cause injury or illness including but not limited to heat exhaustion or stroke, sunburn, hypothermia and dehydration; contact with dangerous animals, poisonous plants, insects and environmental or biological hazards; risks related to transit to or from the Activity locations including but not limited to travel by airplane, bus, van, private or rented auto; use of facilities, roads, sidewalks, parking lots, trails, and terrain that may or may not be properly maintained and/or waterways or water flows in the condition in which they are found; remote camping overnight; accident or illness in locations without access to appropriate medical facilities or supplies; exposure to contaminated food and untreated water; risk related to



# LEWIS-CLARK STATE COLLEGE

\_\_\_\_\_ (type and or description of research) including but not limited to, \_\_\_\_\_; risk related to the rendering or receipt of emergency first aid, or other emergency treatment, and transport in medical emergencies; and other unknown and unanticipated activities and risks.

In consideration of Lewis-Clark State College permitting me/my dependent to participate in the Activity, I and my dependent hereby voluntarily accept all risks associated with participation. To the extent permitted by law, I agree to indemnify, defend, save, hold harmless, discharge and release the State of Idaho Lewis-Clark State College, their administration, agents and employees from any and all liability, claims, causes of action or demands of any kind and nature whatsoever that may arise out of or in connection with my participation in any activities related to the above-named Activity.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and acceptance of risk for my heirs, estate, executor, administrator, assigns and all members of my family. The venue of any dispute that may arise out of my or my dependent's participation in the Activity, and if Lewis-Clark State College is a party to the dispute, shall be in Nez Perce County, Idaho.

I am aware that if I provide a vehicle not owned and operated by the college for transportation to, at, or from any Activity site, or if I am a passenger in such a vehicle, Lewis-Clark State College is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled Activity, regardless if occurring before, during or after the period of the Activity. I acknowledge that Lewis-Clark State College makes no representation with respect to the safety of any personally owned vehicle in which I may travel, or with respect to the qualifications of the driver of any personally owned vehicle. I understand that if I choose to travel in a personally owned vehicle, it is my responsibility to determine the safety of the vehicle and qualifications of the driver.

I hereby certify that, with or without accommodation, I and/or my dependent is in good health and I know of no medical reason why I/he/she is not able to participate in this Activity. I hereby consent to first aid, emergency medical care and if necessary, admission to an accredited hospital when necessary for executing such care, for treatment for injuries or illness that I/he/she may sustain while participating in any activity associated with the above named Activity.

**Note: If participant is under 18 years of age, a parent/legal guardian must also sign and accept responsibility for the participant's actions and terms of the above agreement.**

<b>PARTICIPANT'S SIGNATURE</b>
Participant's Name (PLEASE PRINT):
Participant's Signature: X
Date:

<b>PARENT(S) / GUARDIAN(S) SIGNATURE</b>
Parent/ Guardian Name (PLEASE PRINT):
Parent/ Guardian Signature: X
Date: