



## Acknowledgement of Risk and Waiver of Liability

Activity Name: \_\_\_\_\_

Date(s) of School Year: \_\_\_\_\_

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

Cell Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

### ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

*Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. 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, am aware that participation in Lewis-Clark State LCSC (LCSC) activities, dates and name of activity listed above ("Program") may include activities that are risky and dangerous.** Both participant and their parent(s)/guardians ("I") acknowledge and accept the risks and give permission for participation in the Program. I acknowledge that participation in this Program 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 an including mortal injury, may occur: activities such as self-defense courses, field trips off campus, overnight trips on or off campus, rafting, kayaking, stand up boarding, backpacking, skiing and climbing, use or operation by myself or others, of equipment; physical and risky activities, including, competitive and/or recreational participation in athletic sporting activities that would involve strenuous exertions of movement and strength using various muscle groups, which could place stress on the cardiovascular and or skeletal systems, including, but not limited to, horseback riding, swimming, boating, and other water sport activities; being outside or in the presence of inclement weather conditions including, but not limited to, lightening, wind, dangerous snow conditions, and rock fall; contact with plants, animals or other environmental hazards; transit to or from the Program locations and activity locations including but not limited to travel by LCSC owned bus, van, vehicle or private auto; use of roads, trails, waterway, terrain and other routes or water flows in the condition in which they are found; staying overnight on or off campus; rendering of first-aid, emergency treatment or other services, consumption of food or drink; or other unknown and unanticipated activities and risks.

**I voluntarily accept full responsibility for any loss, property damage, physical or mental injury, death, and all other damages** that may be sustained by me or my dependent, including without limitation loss or damage to property owned by me or my dependent or in my or my dependent's possession, lost wages, loss of earning capacity, and emotional harm, as a result of participation in the Program. I further assume full responsibility for all such damages caused to others by my or my dependent's conduct.

In consideration of LCSC permitting me or my dependent to participate in the Program, I voluntarily consent to and accept all risks associated with participation. **I agree to indemnify, defend, save, hold harmless, discharge and release the State of Idaho, Lewis-Clark State, their agents and employees ("Releasees") from any and all liability,** claims, causes of action or demands of any kind and nature whatsoever, including attorney's fees incurred by



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Releaseses, that may arise from Releasees' negligent conduct or from my own negligent or intentional conduct or that of my dependent, in connection with my or my dependent's participation in any activities related to the Program.

**I am aware that if I provide a vehicle not owned and operated by LCSC for transportation to, at or from the activity site, or if I am a passenger in such a vehicle, LCSC is not responsible for any damage 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 Activities, regardless if occurring before, during or after the period of the 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.

### MEDICAL INFORMATION

**I am aware that I need to inform the school of any allergies I have and I hereby certify that, with or without accommodation, I have no health-related reasons or problems** that preclude or restrict my participation in the activity. I hereby consent to first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any Activity associated with the Program.

### I UNDERSTAND THAT I AM RESPONSIBLE FOR ALL MEDICAL EXPENSES.

If I have a disability requiring accommodation, I will contact the program director prior to the start of the Program.

I agree that you may photograph me in connection with, the Program. I agree that you shall be the exclusive owner of the photograph and all copyright and other rights of the photograph. I agree that you may use the photograph in any medium you wish related to LCSC's Programs.

**If you DO NOT GIVE PERMISSION TO PHOTOGRAPH YOU, CHECK HERE:** \_\_\_\_\_

Whether or not I am a student, I will carry out the program activities in a safe manner and within the structure of the policies and guidelines of LCSC. In addition, I agree to follow all federal and state laws. I am also aware that dangerous weapons, alcohol and drugs are not permitted. I understand that failure to follow instructions, or disregard LCSC policies and applicable laws may be considered grounds for denying my/my dependent's participation in the Program. I can be withheld from participating for any reason by faculty, or staff. If I or my dependent is unwilling to abide by these policies I or my dependent may be unable to participate in future activities.

**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 his/her compliance with the terms of this Acknowledgement of Risk and Waiver of Liability.**

Participant's Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Dated: \_\_\_\_\_