

**SOUTHWESTERN OKLAHOMA STATE UNIVERSITY
ADVENTURE ACTIVITIES**

ACKNOWLEDGEMENT OF RISKS AND AGREEMENT OF RELEASE

PRINT NAME: _____ **AGE:** _____

In consideration of the services of Southwestern Oklahoma State University, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as "SWOSU"), I agree as follows:

Although SWOSU has taken reasonable steps to provide me with appropriate equipment and skilled staff so I can enjoy an activity for which I may not be skilled, I acknowledge that this activity has risks, including certain risks which cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to my equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death.

I am aware that SWOSU adventure activities include risks of injury or death to me. I agree to assume responsibility for the inherent risks involved with these activities. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I represent that I am fully capable of participating in this activity without causing harm to myself or others. Therefore, I and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them as a result of risks and dangers inherent to these activities and as a result of my negligence while participating in this activity.

I acknowledge and assume all risks of the activity, known and unknown, inherent or otherwise. In addition, I release, discharge, and agree to defend and indemnify SWOSU from all claims and liability for any loss or damage claimed to be caused by the negligence of SWOSU. I also agree to protect and indemnify SWOSU from claims of loss or injury to persons attempting to rescue me. I understand that in signing this document I surrender my right to make a claim or file a lawsuit against SWOSU for personal injury or property damage, wrongful death, or otherwise, except in cases of intentional wrongs or the gross negligence of SWOSU.

I and my parent(s) or guardian (if I am a minor) have read, understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and all members of my family.

SIGNATURE: _____ **DATE:** _____
(PARTICIPANT)

If the participant is under 18, I am signing as parent or guardian to reflect my agreement to protect and indemnify SWOSU from any claim which may be brought by or on behalf of the participant, or any member of the participant's family, for injury or loss resulting from those inherent risks of the activity and from the negligence of the student. This indemnity includes claims of SWOSU's negligence, but not its intentional acts or gross negligence.

SIGNATURE: _____ **DATE:** _____
(PARENT OR GUARDIAN)

SIGNATURE: _____ **DATE:** _____
(WITNESS)

Do you have any health problems that you feel would affect or be affected by your participation in this activity?

(Please respond by circling one of the following answers:)

YES

NO

If you responded YES, please write a brief explanation: _____
