

WESTERN CAROLINA UNIVERSITY
CAMPUS RECREATION & WELLNESS, BASE CAMP CULLOWHEE
AGREEMENT

Read Carefully the Statements below and acknowledge your understanding by providing your signature (for participants less than 18 years your signature must be accompanied by a Legal parent/guardian).

As with all outdoor activities, there are uncontrollable factors associated with participation in BCC programs. All BCC Staff have been trained to assess and reduce risk, and hold appropriate medical certifications, but not all circumstances can be anticipated and/or avoided. Those enrolled in BCC programs should recognize the inherent risk of participating in outdoor activities and take responsibility for their own actions.

I acknowledge receipt of instruction about potential risks, including risk of property damage or loss, personal injury, and death, associated with the BCC Trip sponsored by Western Carolina University as well as instruction regarding preventative measures which I can take to maximize safety while participating in this activity. I understand that I share in the responsibility for my safety during participation in the activity, and I knowingly and voluntarily assume that responsibility.

1. I will comply with all instructions and directions of WCU agents or employees during participation in this activity;
2. I understand the risk and danger to me and my property associated with my participation in this activity, and I do so voluntarily in reliance upon my own judgment and ability. I knowingly and voluntarily assume all risk of personal injury, death, and property damage or loss from any cause whatsoever, including, but not limited to, failure of anyone to enforce rules and regulations or inspect equipment or facilities, and negligence of other students or staff; the following describes some, BUT NOT ALL, of the Risks: Rock fall, Icefall, Electrical Storms, Mountain Storms, Snow, Ice, Avalanches, Rain, Sleet, Hail, Lightning, Falling, Falling objects from above, Falling Trees, Unstable or Loose Rock, Snow, Ice, Talus, Scree, Boulders, and/or other Terrain, Slippery Terrain, Extreme Cold and Hot Temperatures, Dehydration, Wind, Drowning, Foot Entrapment, Failure of Equipment despite reasonable care and use, injury from equipment despite reasonable care and use, Careless or Reckless Behavior on the part of other members of the group despite reasonable supervision, Instructor Error, Careless or Reckless behavior on the part of third parties; and
3. I shall indemnify, defend, and save harmless WCU, its trustees, agents and employees from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by me as a result of negligence on the part of WCU agents or employees or other participants, or by others as a result of my own negligence or intentional acts, during my participation in this activity (including travel to and from the activity site).
4. I understand that photos and/or video taken of me may be used for the purpose of promoting WCU and various programs of the institution in media that may include printed material, web and/or video. I agree to allow my image to be used for this purpose and that any likeness of me may be disseminated for public release by WCU.
Please initial the box next to your name/date if you agree to this statement.

I certify that I am at least eighteen (18) years of age, medically sound, and physically fit to participate in the activity described above. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me.

I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE THAT IT WILL LEGALLY BIND ME AND MY ESTATE.

PARTICIPANT PRINTED NAME:

PARTICIPANT SIGNATURE:

DATE:

PRINTED NAME OF PARENT/GUARDIAN
(IF STUDENT IS LESS THAN 18 YEARS):

SIGNATURE OF PARENT/GUARDIAN:

DATE: