

Base Camp Cullowhee Drivers Release Form



Base Camp Adventure Shop: 828-227-8813
Cataloochee Main Number: 828-926-0285 (Ext. 7318)

I _____ release Base Camp Cullowhee, The Campus Recreation Center, Western Carolina University, and anyone associated with the aforementioned from any and all liability since I am willfully driving my own vehicle, or riding in a vehicle, that is not the property of Western Carolina University to and from _____.

Signature Date

Trip Dates: _____

**Western Carolina University
Campus Recreation & Wellness, Base Camp Cullowhee
Risk and Liability Agreement**

I acknowledge receipt of instruction about potential risks, including risks of property damage or loss, personal injury, and death, associated with the _____ activity sponsored by the Western Carolina University (WCU) Base Camp Cullowhee 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.

In consideration of participation in the activity identified above, I agree as follows:

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 understand it is my own responsibility to make WCU aware of any medical or physical conditions which might affect my participation and WCU has no duty to seek out that information. 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

COVID-19 Assumption of Risk

I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the University to those who may be infected with COVID-19. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Programs and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death. I voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from use of any protective equipment, including face masks, that the University may voluntarily provide to me. I completely absolve the University, its trustees, officers, employees, agents, and contractors and any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my participation in the Programs. Also, I agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim on University, or any of its trustees, officers, employees, agents or contractors with respect to any exposure I may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the University, including fellow students. I further agree that if any such claim is made, I will indemnify and defend University with respect to any such claim.

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 Signature: _____ Date: _____ Photos: Y or N (circle)