

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Washington and Lee University Outing Club

In consideration of the services of the Washington and Lee University Outing Club, its agents, employees, trustees, officers, contractors and all other persons or entities associated with it (collectively referred to as "W & L"), relative to the described trip and all other W&L Outing Club activities, I agree as follows:

Although W & L Outing Club has taken reasonable steps to provide me with appropriate equipment and skilled leaders for the trip described on the attached information sheet 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 the activities. The same elements that contribute to the unique character of the activities can be causes of loss or damage to my equipment, accidental injury, illness or in extreme cases, permanent trauma, disability or death. I understand that W & L does not want to frighten me or reduce my enthusiasm for the Club's activities, but thinks it is important for me to know in advance what to expect and to be informed of the activities inherent risks. The following describes some but not all of those risks.

W & L Outing Club trips camp and travel out of doors, where the trips are subject to numerous risks, environmental and otherwise. Activities vary from trip to trip, and include hiking and backpacking, climbing and rock cliffs, whitewater and sea kayaking, rafting, canoeing, SCUBA diving, swimming, skiing, fishing, and caving.

W & L Outing Club trips occur in remote places, many miles from medical facilities. Communication and transportation are difficult and sometimes evacuations and medical care may be significantly delayed.

Meals are prepared over gas stoves and open fires. Water often requires disinfecting before use. Camping risks and hazards include burns, cuts, diarrhea and flu-like illness, and falling timber.

Travel is by vehicle, raft, canoe, kayak, boats, skis, and on foot over rugged unpredictable off-trail terrain, including boulder fields, downed timber, creeks, rivers, high mountain passes, snow, ice, steep slopes, slippery rocks, ocean tides and currents, waves and reefs. Attendant risks include collision, falling, capsizing, drowning and others usually associated with such travel, as well as environmental risks.

Environmental risks and hazards include insects, snakes, and predators, including large animals; falling and rolling rock; lightning, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Possible injuries and illnesses include hypothermia, sunburn, heatstroke, dehydration, and other mild and serious conditions.

Decisions are made by the leaders and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgement. Participants may have free, unsupervised time before and after scheduled time. Throughout the course, participants are responsible for their own safety and for the safety of other members of their course.

I am aware that W & L Outing Club trips include risks of injury or death to myself. I understand the description above of these various risks, depending on the trip, is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I assume responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My

participation in Outing Club activities 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 acknowledge that engaging in Outing Club activities may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of W & L Outing Club has been available to explain more fully to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I possess at least the following qualifications, which are prerequisites to my participation in Outing Club activities:

I have read and understand the Outing Club Information Packet including the Outing Club Description, General Information, and the Physical Conditioning Information.

I have completed the self screen medical form, or an appropriate physician has completed a standard W & L trip medical form verifying that I have no past or current physical or psychological condition that might affect my participation in the Outing Club, other than as described. I authorize W & L to obtain or provide emergency hospitalization, surgical or other medical care for me.

I agree that this Acknowledgment and Assumption of Risks and all other aspects of my relationship with W & L Outing Club, contractual or otherwise, are governed by the laws of the State of Virginia. Further, any suit, mediation, or arbitration arising out of or relating to my enrollment or participation in this trip or any other dispute with W & L must be filed or entered into only in the State of Virginia.

I represent that I am fully capable of participating in Outing Club activities, without causing harm to myself or to 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 those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in Outing Club activities.

I, and my parent(s) 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.

My signature below (and that of my parent/guardian, if necessary) signifies that I have read and fully understand the accompanying trip description attached hereto as exhibit and assume the risks inherent in the trip.

SIGNATURE: _____ DATE:
(PARTICIPANT)

I, the participant am under 18, I am signing as parent or guardian to reflect my agreement to indemnify (that is, protect by payment or reimbursement) W & L from any claim which may be brought 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 trip, described and not described above, and from the negligence of the participant:

SIGNATURE: _____ DATE:
(PARENT OR GUARDIAN)