

Washington and Lee University Challenge Course

PARTICIPANT ASSUMPTION OF RISK, RELEASE, AND PARTICIPATION AGREEMENT

In consideration of being allowed to participate in the Washington and Lee University Fechnay Challenge Course ("FCC"), I, _____, voluntarily RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, Washington and Lee University, its trustees, officers, agents, employees, and all others acting on their behalf, from any and all responsibility or liability for injuries or damages (including attorney's fees and costs) resulting from, or in any way arising out of or connected with, my participation in the FCC, unless said persons are grossly negligent.

I acknowledge that my participation in the FCC activities entails inherent known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The inherent risks include, among other things, the potential for slips, falls, concussions, or even more severe hazards and potential injuries. During course activity there may be contact with plants, animals or insects that could create additional hazards, such as stings, allergies, and associated diseases.

I expressly and voluntarily agree to accept and assume all of the inherent risks associated with the FCC. My participation in the FCC is purely voluntary, and I elect to participate in spite of the risks. I understand that the FCC is based on the "challenge by choice" principle and that, at any time, I and/or my group are free to withdraw from participating in particular course activities. I further agree to follow all FCC rules and procedures, and all course and safety instructions given by my course instructor.

Should I require any medical treatment while participating in the FCC, I grant the University (through any of its faculty, staff, or other authorized representatives) full authority to obtain or provide emergency hospitalization, surgical or other medical care, all at my expense. I understand that Washington and Lee University provides no insurance coverage and does not take responsibility for the payment of any medical expenses that may directly or indirectly result from my participation in the FCC and I agree and guarantee that I will be responsible for the payment of any such medical expenses.

I grant Washington and Lee University permission to use, reproduce, or distribute any photographs, films, videotapes, and/or sound recordings of me during my FCC training for use in institutional materials it may create.

I agree that this Agreement, and all other aspects of my participation in the FCC, are governed by the laws of the Commonwealth of Virginia. Further, any lawsuit, mediation, or arbitration

arising out of or relating to my participation in this activity must be filed or entered into only in Rockbridge County Virginia.

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 of Participant_____

Date_____

Participant's Name (Print)_____

Signature of Parent/Guardian (if Participant is under age 18)

Date_____