

WAIVER, RELEASE, AND ASSUMPTION OF RISK
KSU CHALLENGE COURSE (<http://recservices.k-state.edu/challengecourse/>)

Participant Name: _____

Emergency Contact Name: _____ Emergency Contact Phone Number(s) _____

The K-State Challenge Course is an experiential adventure program that offers groups and individuals the opportunity to engage in a series of personal development and team building activities. A challenge course, commonly referred to as a ropes course, is composed of wood, poles, cables, logs and belaying systems that are used for activities such as ice breakers, group initiatives, and low and/or high element challenges. In exchange for being allowed to participate at the KSU Challenge Course, I agree as follows:

The K-State Challenge Course is a great venue to build team skills and challenge each other and yourself—but all within your own physical and other limitations. The KSU Challenge Course consists of physically demanding elements that involve bending, twisting, climbing, lifting, running, jumping, swinging, balancing, soaring, heights of more than 40 feet, physical contact with others, falling, harnesses that may induce pressure on the hips, back, chest and stomach, and at times, intense physical exertion including without limitation increased heart and breath rates. There also are unforeseen risks inherent in these physically demanding activities. Additionally, these activities most often take place outdoors and can expose you to elements such as extreme heat, cold, sunlight, dehydration, bugs, spiders, ticks, poison ivy, or other potentially harmful elements.

I acknowledge that when participating in these activities, there is a possibility of physical injury, including an increased risk of injury if I fail to follow the staff's directions and safety guidelines. I also acknowledge that I can elect to not participate in part or all of the activities for any reason or no reason. I agree to consult with my personal physician before participating or I acknowledge that I have voluntarily declined to do so. If I choose to come to the KSU Challenge Course and/or participate in activities at the KSU Challenge Course, I do so voluntarily and at my own risk and personally **ASSUME ALL RISKS** associated with coming to the course and/or participating, whether or not the risk is specifically listed herein. I also acknowledge and assume all medical expenses that may arise related to my participation and acknowledge that no medical insurance is being provided by or through the "releases" (defined below).

I also **WAIVE, RELEASE, AND DISCHARGE** for myself and my heirs, executors, administrators, legal representatives, assigns, and successors in interest ("successors"), Kansas State University, the State of Kansas, the Kansas Board of Regents, and all their agents, officers, and employees (all collectively referred to as "releasees"), from all claims, demands, and causes of action of any kind, including claims for negligence which may arise from or be related to my participation at the KSU Challenge Course.

I also acknowledge it is my responsibility as a participant to follow the conduct and safety guidelines and procedures established by the KSU Challenge Course staff and that my failure to do so may result in staff not permitting me to participate in all or part of the activities and/or being asked to leave the KSU Challenge Course. If, at any time, I do not understand or have not heard specific instructions given by the staff, I realize that it is my responsibility to ask for clarification and/or assistance.

Do you need any accommodations to be able participate in activities at the KSU Challenge Course? If yes, please describe:

Do you have any medical conditions that you want to voluntarily disclose that you would want medical professionals to know in case of a medical emergency? If yes, please list/describe:*

*By you voluntarily disclosing any health or medical information, the KSU Challenge Course does not assume any obligations or liability – instead, it collects this information with the goal of passing it on to medical professionals. By disclosing information, you authorize the KSU Challenge Course staff to pass on the information to medical professionals. The KSU Challenge Course accepts this information in exchange for you holding the releasees harmless: Without limiting the foregoing release, waiver, and discharge, I specifically hold the releasees harmless in the exercise or non-exercise of relaying this information and related decisions, actions, or inaction.

My signature below binds myself, my representatives, administrators, successors, heirs, next of kin, and assigns on my behalf. By signing below, I am agreeing that I have carefully read and agree to all of the terms above, and if I am signing as a parent/guardian/legal representative, I also am agreeing to the terms—including without limitation assuming risks, waiving rights, and releasing and discharging claims, as more fully described above—on behalf of the minor child.

PARTICIPANT SIGNATURE (Minor children must sign)

DATE

PARENT/GUARDIAN/LEGAL REPRESENTATIVE SIGNATURE
(Required if Participant is 17 years of age or younger)

RELATIONSHIP

DATE