

ADVENTURE PROGRAM LIABILITY RELEASE | MINOR

This is a legally binding assumption of risk and release, waiver, discharge, indemnity, hold harmless, and covenant not to sue ("Agreement") executed by _____, the parent or legal guardian of a minor desiring to participate in a University Recreation Adventure Program ("Activity") to Ferris State University, a constitutional corporate of the State of Michigan, Big Rapids, MI 49307 ("University").

University Recreation Adventure Programs ("Activity") provide goal-oriented activities that offer Participants an opportunity to explore behaviors related to trust, teamwork, and leadership capabilities. While it is the aim and responsibility of the program and instructor to provide participants with a positive and safe experience, you must realize that there is a degree of risk and personal responsibility for safety when a minor participates in the Activity. In consideration for the minor's participation in the Activity, I understand and agree as follows.

- I. I, the undersigned, request that _____ (minor participant) be granted permission to participate in the Activity. I understand the University requires participants to follow safety rules and instructions. I fully understand the minor's participation in the Activity, and in any transportation to and from the Activity, presents certain dangers, hazards, and inherent risks. Such dangers and risk include, but are not limited to minor or serious injury, physical contact, property damage, exposure to natural elements, and wildlife, field games, low elements a few feet high constructed of ropes, cable and wood, high elements requiring safety equipment, rock-climbing, backpacking and camping in all seasons, canoeing and kayaking, Nordic skiing, map and compass; interacting with animals and wildlife; travel to and from programming; cycling; and other general outdoor activities. Risks include, but are not limited to minor or serious injury, property damage, bites, stings, heat-related injuries, exposure to natural elements and wildlife, field games, falls from low elements a few feet high, falls from ropes course elements up to 40 feet high, getting tangled in ropes, pinches in gear and devices, slivers from cables and wood, failed or improperly used safety equipment, broken bones, superficial injuries, blisters, cuts, amputations, bruises, joint or muscle injury, emotional trauma, exhaustion, environment-related injuries, infection, temporary or permanent disability, and/or death, ("dangers and risks"). I attest I am aware of the dangers and risks that may be directly or inherently involved in the minor's participation in the Activity, and I am voluntarily choosing to assume all such dangers and risks arising from, but not limited to, the minor's participation in the Activity.
- II. I, individually on behalf of my heirs, successors, assigns, and personal representatives, hereby release, waive, indemnify, hold harmless, and covenant not to sue the University, its trustees, employees, agents, officers, volunteers, and representatives ("Releasees"), from and against any and all liability arising out of any rights I may have for damages, losses, or injuries the minor participant may sustain to person or property arising out of or in any way connected with the minor's participation in the Activity or based on any rights a third party may have for harm caused by the minor arising out of or in any way connected with the minor's participation in the Activity, except if injury or loss is directly caused by the gross negligence or willful wanton misconduct of the Releasees.

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See Reverse



FERRIS STATE UNIVERSITY
University Recreation

STUDENT RECREATION CENTER
ADVENTURE PROGRAM

I. I understand and agree the Releasees may not have medical personnel available at the location of the Activity or on the campus. I understand and agree the Releasees are granted permission to authorize emergency medical treatment, if necessary, and such action by Releasees shall be subject to the terms of this Agreement. I understand the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

VI. I agree that Michigan law governs this Agreement. Should any clause in this Agreement conflict with Michigan law, only that clause will be void, and the rest of this Agreement shall stay in full force and effect.

CAUTION: READ BEFORE SIGNING.

By signing below, I acknowledge that:

- I/We have carefully read the above terms of this Agreement;
- I/We understand the risks involved in the Activity and assume all risks;
- The minor has no medical or other restrictions that would interfere with the minor's participation in the Activity;
- I/We have notified a Releasee or Program Instructor and made them aware of any health related issues the minor may have that may present a concern about the minor's ability to participate in the Activity safely;
- The minor is fully capable of participating, and the minor's participation is voluntary;
- I am free to discontinue the minor's participation at any time before or during the Activity;
- I have been given sufficient time to review this Agreement, and am signing it knowingly and voluntarily, without coercion, and with the full intent of being bound by its terms.

PARENT OR GUARDIAN OF PARTICIPANT

Printed Name:

Relationship to Participant:

Address:

Phone:

Signature:

Date:

Minor

Printed Name:

Signature:

Date:

EMERGENCY CONTACT INFORMATION

Parent or Guardian listed above.

Name:

Relationship to Participant:

Address:

Phone:

