

# ADVENTURE PROGRAM LIABILITY RELEASE | ADULT

This is a legally binding assumption of risk and release, waiver, discharge, indemnity, hold harmless, and covenant not to sue ("Agreement") executed by \_\_\_\_\_ ("Participant") 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 you participate in the Activity.

- I. I, the undersigned, am at least 18 years of age and am otherwise fully competent to execute this liability Agreement, desire to participate in the Activity. I fully understand and appreciate the dangers, hazards, and risks inherent to the Activity, and in any transportation to and from the Activity. Such dangers include but not limited to: physical contact with others and the environment; temperatures and weather; low elements made from ropes, cables, and trees approximately 3' high; high elements made from ropes, cables, and poles up to 40' high; indoor or outdoor rock-climbing, backpacking, hiking, field games, 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, bruises, cuts, amputations, blisters, dislocations, joint or muscle injury, emotional trauma, exhaustion, environment-related injuries, infection, temporary or permanent disability, and/or death, ("dangers and risks").
- II. I, 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 I may sustain to my person or property arising out of or in any way connected with my participation in the Activity or based on any rights a third party may have for harm caused by me arising out of or in any way connected with my participation in the Activity, except if injury or loss is directly caused by the gross negligence or willful wanton misconduct of the Releasees.
- III. 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 I am unable to make such a decision given the circumstances at the time, and such action by the 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.

**See Reverse** →



**FERRIS STATE UNIVERSITY**  
University Recreation

**STUDENT RECREATION CENTER**  
ADVENTURE PROGRAM

**CAUTION: READ BEFORE SIGNING.**

By signing below, I acknowledge that:

- I have carefully read the above terms of this Agreement;
- I understand the risks involved in the Activity and assume all risks;
- I have no medical or other restrictions that would interfere with my participation in the Activity;
- I have notified a Releasee or Program Instructor and made them aware of any health related issues I may have that may present a concern about my ability to participate in the Activity safely;
- I am fully capable of participating, and my participation is voluntary;
- I am free to discontinue 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.

**ADULT PARTICIPANT**

Printed Name:

Phone:

Signature:

Date:

**EMERGENCY CONTACT INFORMATION**

Name:

Relationship to Participant:

Phone:

