

# SPRINGFIELD COLLEGE

## Liability Waiver and Acknowledgement of Risk

In consideration of the services of Springfield College, their agents, trustees, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SC"), I hereby agree to release and discharge SC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that Outdoor adventure based recreational activities such as, but are not limited to: canoeing, kayaking, rock climbing, backpacking, caving, ropes courses, mountain biking, hiking, and snow skiing/boarder entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, but are not limited to: slips and falls while walking in rugged, hazardous terrain; severe weather and environmental conditions; hypothermia; accidental drowning; sprains, strains, joint dislocations, and broken bones; falling from high places; the negligence of other participants; and exposure to potentially harmful wildlife, insects, and plant life.

"I hereby take full responsibility for these risks and understand that other risks may also exist. I take full responsibility for those risks."

2. "I understand that my negligence may result in injury to another person or equipment. I take full responsibility and hold harmless SC from any claims, demands, or causes of action which are associated with my negligence."
3. "I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks."
4. "I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless SC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SC's equipment or facilities."
5. Should SC or anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I have read and fully understand the trip description and registration form, medical contact form, and any other materials provided by SC regarding the trip. I have had the opportunity to ask any questions that I may have about the trip and related activities and the responsibilities and risk involved. All of my questions have been fully answered.
7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by such condition.
8. In the event that I file a lawsuit against SC, I agree to do so solely in the commonwealth of Massachusetts, and I further agree that the substantive law of that commonwealth shall apply in that action without regard to the conflict of law rules of that commonwealth.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

### **PARENTS or GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) ("Minor") being permitted by SC to participate in its activities and to use its equipment and facilities, I further agree to indemnify, defend and hold harmless SC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**(See other side)**

**PLEASE COMPLETE INFORMATION ON REVERSE SIDE OF THIS DOCUMENT.**

**Health Information – All information must be completed**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work phone: \_\_\_\_\_

Does the individual listed above have any health problem, limiting physical disabilities or handicaps, (temporary or permanent) that may affect their ability to participate in the program offered by Springfield College? Yes  No

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Does the individual have any allergies? Yes  No

Reactions to medications? Yes  No  Medical limitations? Yes  No

If yes to any part of this question, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Is the individual currently taking any medications? Yes  No

Is yes, please list what medication is being taken and what condition it is for: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**HEALTH/MEDICAL INSURANCE IS MANDATORY.**

Health/Medical Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**Please provide the following information in case of emergency:**

Person to notify: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_