Duke University Outdoor Adventures
Participant Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT AND AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THIS ACTIVITY.

Assumption of Inherent Risks. Participation in adventure activities, events, competitions, clinics and use of equipment Provided by Duke Outdoor Adventures at Duke University (herein after referred to as the DUOA) and/or Duke Adaptive Climbing (herein after referred to as DAC), involve certain inherent risks. Regardless of the care taken it is impossible to ensure the safety of all participants at all times. Minor injuries such as scrapes, cuts, muscle soreness, muscle strains, bruises, and sprains are common occurrences. More serious injuries can also occur; such as: broken bones and fractures, dislocations, severe cuts or lacerations, head injuries, concussions, and other injuries resulting from adventure activities such as, but not limited to rock climbing, hiking, canoeing, kayaking, biking, whitewater kayaking, whitewater rafting, whitewater canoeing, backpacking, ziplining, standup paddleboarding, skiing/snowboarding. Rare catastrophic events such as heart attack, stroke, paralysis, serious internal or head injuries, and unexpected death can occur.

Injuries may be caused by falls, trips, collisions and contact with other persons, hazards of changes in temperature and climate including extreme heat or cold, travel in natural wooded areas, risks associated with being in and around flat water in lakes and moving white water in rivers and streams, collision with falling rocks and manmade items, contact with wild animals, reptiles, insects, and poisonous plants, and travel to, from, and around the activity area. Additionally, injuries may result from unforeseen equipment failures, equipment misuse, decisions to not use provided or available equipment, use of personally owned equipment, unfamiliar objects, failures to enforce rules and regulations, errors in judgment and supervision of the climbing wall staff, and the negligence of the DUOA and DAC as well as that of others which may include Duke University, Duke Recreation and Physical Education, and its employees and volunteers.

I know and acknowledge the nature of the activity I am voluntarily participating and understand the potential impact of the types of injuries that may result from participation in DUOA or DAC adventure activities, events, competitions and use of equipment. I further acknowledge that the above list is not inclusive of all possible risks associated with participation in DUOA and that the above list in no way limits the scope of this release and covenant not to sue.

Waiver of Liability. In consideration of permission to participate in DUOA or DAC adventure activities, events, competitions and use of equipment (today and on all future dates), I, on behalf of myself, my spouse, my heirs, personal representatives, or assigns, do hereby release, waive, hold harmless, and discharge Duke Outdoor Adventures, DAC, the Duke Recreation and Physical Education Department, and Duke University (including its officers, employees, volunteers, trustees, and agencies) from liability from any and all claims resulting from the inherent risks of my participation in DUOA and/or DAC activities, events, and competitions or from negligence.

The agreement applies to (1) personal injury (including death) from incidents or illnesses arising from participation in Climbing Wall or DUOA activities, events, clinics, competitions and/or use of DAC equipment; and (2) any and all claims resulting from damage to, loss of, or theft of personal property.

I hereby grant permission to those appropriate personnel of Duke Outdoor Adventures, DAC, and Duke University, to seek medical assistance should the same be required, recognizing that neither Duke staff, Duke University nor any other entity or individual involved with the event assumes responsibility for, nor do they have any liability for, the medical assistance and care which may be so selected and provided.

Indemnification. I agree to hold harmless, defend, and indemnify Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (that is, defend and pay any judgment and cost, including investigation costs and attorney’s fees) from any and all claims from myself, my spouse, family members, heirs or other arising from my injury or loss due to my participation in DUOA and DAC activities, events, competitions, clinics and use of equipment that include those arising from the inherent risks of participation or negligence. I also agree to hold harmless, defend, and indemnify Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (that is, defend and pay any judgment and cost, including investigation costs and attorney’s fees) against any and all claims of co-participants, rescuers, and other arising from my conduct in the course of my participation in DUOA and DAC activities, events, competitions, clinics and use of equipment. I further agree to
hold harmless, defend, and indemnify Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (that is, defend and pay any judgment and cost, including investigation costs and attorney's fees), whether loss, injury or damages is caused by my own negligence; the negligence of the Climbing Wall, Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, Duke University (including its officers, employees, volunteers, trustees, and agencies); or the negligence of any third party, from any loss, liability, damage or costs that may be incurred due to my traveling to and from, and participation in DUOA or DAC activities, events, clinics and competitions.

**Covenant Not to Sue.** I covenant not to sue Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University for any present and future claim arising directly or indirectly from my participation in DUOA and DAC activities, events, competitions, clinics and use of equipment. This includes claims resulting from the inherent risks of participation in Duke Outdoor Adventures and/or DAC, activities, events, clinics or competitions and any and all negligence arising from my participation or that of Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (including its officers, employees, volunteers, trustees, and agencies).

**Acknowledgment of Understanding.** I acknowledge that I have read this Participant Agreement – Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue, and fully understand its terms and conditions. I further acknowledge that I am mentally competent to sign this agreement and physically healthy enough to participate in this activity. I understand that I am giving up substantial rights, including my right to sue Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University for injuries resulting from my participation and the inherent risks associated with DUOA and DAC activities, events, competitions and the use of equipment or from the negligence of Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (including its officers, employees, volunteers, trustees, and agencies).

I further acknowledge that my signature below (or my electronic signature) is provided freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that resulting from the inherent risks associated with Climbing Wall or DAC activities, events, competitions and use of equipment or from the negligence of Duke Outdoor Adventures, DAC, Duke Recreation and Physical Education, and Duke University (including its officers, employees, volunteers, trustees, and agencies).

Printed Name of PARTICIPANT ___________________________ Signature of PARTICIPANT ___________________________ Date ___________________________

Printed Name of PARENT (if under age 18) ___________________________ Signature of PARENT (if under age 18) ___________________________ Date ___________________________

**MEDIA RELEASE FORM**

**MEDIA/PHOTO WAIVER:** I hereby authorize and give my full consent to Duke University to copyright and/or publish any and all photographs, digital recordings, videotapes and/or film in which I appear may be for public view. I further agree that Duke University may transfer, use or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Printed Name of PARTICIPANT ___________________________ Signature of PARTICIPANT ___________________________ Date ___________________________

Printed Name of PARENT (if under age 18) ___________________________ Signature of PARENT (if under age 18) ___________________________ Date ___________________________