ASAP SPECIAL PROGRAMS WAIVER

Trip Name & Type of Program:

NOTICE: This is a legally binding agreement. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your participation in any ASAP programs, now or any time in the future.

ACKNOWLEDGEMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that the activity of rock and indoor climbing, hiking, skiing, snowshoeing, riding in an Adams State University (ASU) van, and challenge course, has inherent risks. I have full knowledge of the nature and extent of all the risks associated with the use of the ASAP, including but not limited to:

1. All manner of injury resulting from falling and hitting climbing equipment, faces, and projections, whether permanently or temporarily in place, or the ground.
2. Rope/wire abrasions, entanglement, and other injuries resulting from activities such as, but not limited to: climbing, belaying, lowering on rope, and any other rope/wire technique.
3. Injuries resulting from falling participants or dropped items, such as, but not limited to, ropes or climbing hardware.
4. Cuts and abrasions resulting from skin contact with the ground or other participants.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points.
6. Strains, sprains, acute or chronic tendon and joint injuries and other bodily injuries caused by strenuous or repetitive physical exercise.
7. Exposure to extreme weather conditions including violent and unpredictable weather which may cause injury due to extremes of heat or cold, and which may prevent travel to, from, or within an area.
8. All manner of injury resulting from transport by public or private motor vehicle.

I further acknowledge that the above list is not inclusive of all possible risks associated with ASAP and that the above list in no way limits the extent or reach of this release and covenant not to sue. I am aware that backpacking/ hiking/ camping/ mountaineering/ skiing/ climbing/ canoeing/ challenge course participation are physical activities involving a large amount of physical exertion. Participants must be in good general health, free from cardiovascular and respiratory disease, and have good exercise and altitude tolerance.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my involvement in ASAP programs, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Trustees of the State Colleges in Colorado, Adams State University the United States Forest Service, and their officers, agents, and employees from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against the Office of Student Life and Recreation on account of personal injury, property damage or loss, death or accident of any kind, arising out of or in any way related to my use of the ASAP whether that use is supervised or unsupervised, however the injury of damage is caused, including, but not limited to, the NEGLIGENCE of the ASAP, it officers, agents, and employees. "NEGLIGENCE" means (1) failing to do something that a reasonable person with similar training, skills, and experience would have done to prevent a foreseeable injury or damage; or (2) doing something that a reasonable person with similar training, skills or experience would not have done because of the risk of causing a foreseeable injury or damage.

In consideration of my use of the ASAP, I, the undersigned user, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS the trustees of the Sate Colleges in Colorado, Adams State University, and the officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my use of the ASAP.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the ASAP and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, excluding death, I sustain while using the ASAP and that by this agreement, I am relieving the Trustees of the State Colleges in Colorado, Adams State University of any and all liability for such loss, damage, or death

I further certify that I am in good health and that I have no physical limitations that would preclude my safe use of the facilities.

I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

_____

Participant's signature date

Please print clearly!!

Name: _____

Address:_____

City, State, Zip: _____

Phone:_____

If the participant is younger than 18yrs: Parent/Guardian consent is required

I, as parent or guardian of the participant consent to the terms and conditions set forth in this document.

*Parent/Guardian Signature:*_____

*Date:*_____ *Minors age at date of participation*_____

Adams State Adventure Program

Adams State University Colorado

Great Stories Begin Here