**SOUTHERN ADVENTIST UNIVERSITY**
**OUTDOOR ADVENTURE ACTIVITIES**
**LIABILITY RELEASE, WAIVER, DISCHARGE, INDEMNIFICATION**
**AND COVENANT NOT TO SUE**
**IMPORTANT: THIS IS A LEGAL DOCUMENT**

**Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights by signing this contract.**

Southern Adventist University, its owners, agents, officers, employees, volunteers and outdoor adventure instructors (hereinafter Southern) have taken steps to provide you with a rewarding experience. We wish to inform you that outdoor recreation is not risk free. The same elements that contribute to the unique character and fun of outdoor recreation can cause loss or damage to personal property, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

In consideration of allowing me to participate in Southern's various outdoor adventure activities, I, (print student name) _____ hereby affirm that I have been well advised and thoroughly understand the inherent hazards of the outdoor adventure activities. I acknowledge that I have received written information on the risks associated with the outdoor recreation activities offered by Southern. I agree to familiarize myself with and to comply with all rules imposed by Southern or the on-site staff members regarding participation in the specific activities. I agree to conduct myself in a controlled and reasonable manner at all times and understand that participants are responsible for their own safety and are not to endanger other participants. I understand that my participation in the various activities is completely voluntary and that I may withdraw from participation in any activity, at any time, for any reason.

Specifically, I have requested to be allowed to participate in the following activity: _____

I understand that outdoor adventure activities can be hazardous even when pursued carefully by properly trained and experienced participants, as they occur in a hazardous environment. I further understand that my participation in this activity may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. I understand that these risks and dangers may be caused by my own negligence, negligence of Southern, negligence of others, accidents, breaches of contract, forces of nature, terrorist attacks or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, negligent decision making. By my participation in these activities, I hereby assume all risk, danger and responsibility for any losses and damages, whether caused in whole or in part by the negligence or other conduct of Southern, or by any other person, including the risks associated with traveling to and from the activities.

Further, I understand that this activity involves certain risks and that injuries can occur that require treatment in a hospital. I further understand that the activity may be conducted at a site that is remote, either by time or distance or both, from medical help or a hospital, and nonetheless agree to proceed with such activities. I still wish to proceed with the activities in spite of the possible absence of appropriate medical help or a hospital in proximity to the activity site. I do give specific authorization to Southern to authorize hospital medical treatment for any activity-related malady, should such occur during the course of my participation. I hereby authorize the release of any medical information in the possession of Southern to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf. I hereby waive any action or claim against Southern for the release of this medical information.

I, on behalf of myself, my family, my personal representatives, estate, heirs and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Southern from any and all claims, actions or losses for bodily injury, property damages, wrongful death, or otherwise which may arise out of my participation in this program. I specifically understand that I am releasing, discharging, and waiving any claims or actions, known or unknown, that I may have presently or in the future for the negligent acts or other conduct by Southern or by any other person. I expressly agree to indemnify, defend and hold Southern harmless against any and all claims made by any person or entity related to my participation in the outdoor adventure activities. This agreement to indemnify includes reimbursement of all attorneys' fees and out of pocket expenses incurred as a result of defending any such claims, causes of action and

damages, if any are awarded as a result of such litigation. I agree that Southern has a subrogation right to indemnification for my actions based on any permit, grant, contract or agreement with third parties as well as my participating in this activity. I further agree to release, acquit, and covenant not to sue Southern for all claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Southern, negligence of another participant, or myself, my family, my personal representatives, estate, heirs and assigns, against Southern arising out of participation in this program. This agreement also covers events occurring during the incidental transportation to and from the recreation location, or occurring during any rescue attempts.

I understand and agree that Southern will not be held liable in any way for any occurrence in connection with these activities that may result in injury, death, or other damages to myself, my family, my personal representatives, estate, heirs and assigns, and in consideration of being allowed to participate in these activities, I hereby personally assume all risks in connection with said activities, for any harm, injury or damage that may befall me while I am a participant in the activities, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said program and persons from any claim by myself, my family, my personal representatives, estate, heirs, or assigns, arising out of my participation in these activities.

I further represent that I am in such physical condition as to safely participate in this outdoor adventure activity and have no medical reason or physical impairment that might prevent me from safely participating in the outdoor adventure activity. I also understand that Southern reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of the activity.

It is my intention, by this instrument, to exempt, indemnify and release Southern from all liability whatsoever for its rescue efforts, or for my personal injury, property damage, or wrongful death brought on by any cause, foreseeable or not, or my own or any other persons' negligence.

This document shall be construed and interpreted in accordance with the laws of the State of Tennessee. Any lawsuit arising out of this Agreement, or my participation in outdoor adventure activities, shall be resolved by a court of competent jurisdiction in Hamilton County, Tennessee. If any provision of this agreement shall be invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

**IT IS UNDERSTOOD THAT THIS DOCUMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS WITH EACH COUNTERPART HAVING ONCE BEEN EXECUTED BEING TREATED AS AN ORIGINAL AND PART OF ONE COMPLETE DOCUMENT**

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE CAREFULLY AND THOROUGHLY READ THE ABOVE LIABILITY RELEASE, WAIVER, DISCHARGE, INDEMNIFICATION AND COVENANT NOT TO SUE. BY SIGNING BELOW, IT IS MY INTENTION TO EXEMPT AND RELIEVE SOUTHERN ADVENTIST UNIVERSITY FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FURTHER AGREE THAT I AM SIGNING VOLUNTARILY AND AM FULLY INFORMED OF THE POTENTIAL RISKS.**

I further state that I am of lawful age and legally competent to sign this document, or that I have acquired the written consent of all appropriate parents or guardians; that I understand terms herein are contractual and not a mere recital; and that I have signed this document of my own free act. An executed copy of this document will be provided to the below signed upon request.

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|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Signature of Student | Print Signature | Date | Age |
| _____ | _____ | _____ | |
| Signature of Parent / Guardian | Print Signature | Date | |
| _____ | _____ | _____ | |
| Signature of Parent / Guardian | Print Signature | Date | |

Please sign and return to Education/Psychology, SAU – P.O. Box 370 – Collegedale, TN 37315 Fax: 423.236.1765