

Activity Acknowledgment of Risk and Assumption of Responsibility and Release

I understand that during my participation on a West Virginia University (WVU) camp or program, I will be exposed to several risks commonly associated with indoor or outdoor activities. Although WVU has taken precautions to provide proper organization, supervision, instruction, and equipment for each camp or activity, absolute safety cannot be guaranteed. Thus, I acknowledge that there are risks inherent in this type of the camp or activity and nevertheless want to participate. Also, I understand that I share the responsibility for safety during the camp and activity and I assume that responsibility. I agree to comply with the instructions and directions of the WVU staff members during the program.

I understand that a minimal level of fitness is necessary to engage in the activities and further recognize that participation in the activities can expose me and/or my child/children to risks and hazards that are directly or inherently involved and could result in injury or development of a physical condition that may be serious in nature, including the potential loss of limb or life. The risk of injury and/or illness from events is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist. The risk to have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, does exist, and it is impossible to eliminate the risk that me and/or my children could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. With full knowledge of the facts and circumstances surrounding these activities, my child/children and/or I voluntarily understand this participation, including all risk of loss of limb or life, property damage, injury to others, and other hazards to me and/or my child/children. Further, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTS, OMISSIONS, OR NEGLIGENCE OF OTHERS, INCLUDING BUT NOT LIMITED TO THE RELEASEES and accept and assume sole and full responsibility for any injury to my children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, action, cost, or expense, of any kind, that I or my children may experience or incur in connection with attendance or participation.

I have made West Virginia University aware of any health-related reasons or problems that preclude or restrict me and my child/children with participation in the activities. I willingly agree to comply with the stated and customary terms and conditions for attending, including, but not limited to, WVU Rules, Procedures, Policies, Covid-19 or other similar precautions, CDC Guidelines, etc. If I observe any unusual significant hazard during my presence or participation, I will bring such to the attention of the nearest official immediately. I authorize the employees of WVU to perform basic first aid procedures and or call emergency medical assistance that is, in WVU's judgement, necessary I understand that I and my child/children can and are encouraged to discontinue participation in any activity at any time that I feel unable to continue.

I agree that my activities at and use of the facilities are undertaken at my risk and that I, for myself and on behalf of my children, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF WEST VIRGINIA UNIVERSITY, the respective officers, board members, officials, agents and/or employees of each entity, other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of the premises with respect to any and all CLAIMS, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I hereby expressly agree that this Waiver of Liability/Assumption of Risk is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia and that if any portion hereof is held invalid, the remainder of the form will continue in full legal force and effect. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS IN AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF MY CHILD(REN), AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name _____ Date _____
(please print)

Participant Signature _____

Parent / Guardian Name _____ Date _____
(please print) If participant is under 18 yrs of age

Parent / Guardian Signature _____