

ASSUMPTION OF INJURY RISKS IN PITZER COLLEGE ORIENTATION ADVENTURE TRIPS

Student Name (Print): _____ **Date of Birth:** ____/____/19__

Please read this document carefully. It must be signed by all students. “Student” includes adult and minor students, unless indicated otherwise. If the student is a minor at least one parent or guardian (referred to below as “Parent”) must also sign, as evidence of Parent’s acknowledgement and agreement to the following, on **Parent’s behalf and on behalf of minor student**. In consideration of the services provided by Pitzer College Orientation Adventure, I agree to the following:

I understand that PITZER COLLEGE ORIENTATION ADVENTURE provides activities including, but not limited to, kayaking, backpacking, hiking, cycling, swimming, surfing, camping, community service, yoga, campcraft, sightseeing, physical labor, paddleboarding, aerials, riding public transportation, riding rollercoasters and theme park rides, gardening, cooking, repelling, high ropes challenge courses, low ropes challenge courses, rock climbing, bouldering, unprogrammed time, city travel, backcountry travel, remote travel, and independent travel. Further, I understand and acknowledge that the activities of the program have risks, including certain risks which are inherent. Inherent risk cannot be eliminated without destroying the unique character of an activity.

There is a risk of injury, both serious and minor, associated with participation in any PITZER COLLEGE ORIENTATION ADVENTURE activity. The same elements that contribute to the unique character of an activity can cause loss or damage to equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability or death. Risks include, but are not limited to, injury to the head, neck or spine (including paralysis); injury to the muscular, skeletal, nervous, respiratory, cardiovascular or digestive systems; injury to internal or external organs; loss or damage to sight, hearing or teeth; brain damage; death; long or short-term disability; loss of income, career opportunities, or the enjoyment of life; pain; and scarring or disfigurement. Activities taking place outdoors are often in remote settings away from emergency medical care and out of range of cellphone service. These activities are often physically demanding and may require one to carry their own equipment for extended distances. Activities that are located in cities also have risks associated with them and should be carefully considered. Trips taking place in cities will travel by public transportation, chartered transportation and in college owned vehicles, and often interact with the general public. Many trips will also participate in service oriented activities that could be physically demanding.

IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL, STUDENT, and/or NON-AFFILIATED PARTICIPANT to know his or her own general state of health and well-being, and therefore to be able to certify knowledgeably that he or she is physically fit to participate in a PITZER COLLEGE ORIENTATION ADVENTURE trip.

IT IS ALSO THE RESPONSIBILITY OF EACH INDIVIDUAL, STUDENT, and/or NON-AFFILIATED PARTICIPANT to have health insurance coverage sufficient to provide for medical or dental services and/or equipment regarding any injury, minor or catastrophic, sustained or incurred as a result of participating in the PITZER COLLEGE ORIENTATION ADVENTURE trip activities, and to certify to the effect.

Continued: **ASSUMPTION OF INJURY RISKS IN PITZER COLLEGE ORIENTATION ADVENTURE TRIPS**

Therefore, **AS A PRECONDITION TO BEING PERMITTED TO PARTICIPATE IN ANY PITZER COLLEGE ORIENTATION ADVENTURE TRIP ACTIVITY EACH INDIVIDUAL, STUDENT, and/or NON-AFFILIATED PARTICIPANT** shall read the Agreement set forth below in order to make an educated choice to participate or not participate. Your signature will signify your recognition of the possible health risks involved and your informed consent to them.

To that end, and before releasing Pitzer College, its Board of Trustees, its officers, agents and employees from all actions, claims, or demands related to any injury you may sustain as a result of participating in PITZER COLLEGE ORIENTATION ADVENTURE, please give serious consideration to the possible ramifications. You should understand that the causes of possible injury are many, but among them are: injury from bodily contact, incidental to or inherent in the nature of the activity; slipping, falling, or tripping, regardless of physical or environmental conditions; injury from warming up for PITZER COLLEGE ORIENTATION ADVENTURE activities; injury due to supervision by Pitzer employees or agents or student volunteers, paid or unpaid, or to rules, regulations, and instructions (or lack thereof) regarding the use of equipment or tools or to the nature of the activity itself, particularly for PITZER COLLEGE ORIENTATION ADVENTURE activities; or injury due to personal or group equipment, weather or other environmental conditions, or the remote locations in which PITZER COLLEGE ORIENTATION ADVENTURE takes place.

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ASSUMPTION OF INJURY RISKS AND AGREEMENT FOR VOLUNTARY PARTICIPATION IN PITZER COLLEGE ORIENTATION ADVENTURE

I _____ have read the attached **ASSUMPTION OF INJURY RISKS** in PITZER COLLEGE ORIENTATION ADVENTURE and understand its contents. I acknowledge the risk of injury that may result from participation in PITZER COLLEGE ORIENTATION ADVENTURE and am willing to and hereby do voluntarily assume all risks of harm associated with my participation. I certify that to the best of my knowledge, I am physically fit and able to participate in PITZER COLLEGE ORIENTATION ADVENTURE and that I am in good health, and that I am unaware of any medical condition which might make my participation inadvisable.

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I am aware that participating PITZER COLLEGE ORIENTATION ADVENTURE activities may expose me to a risk of injury, minor or serious, including those listed in the **ASSUMPTION OF INJURY RISKS** in PITZER COLLEGE ORIENTATION ADVENTURE. I accept and assume all risks, known or unknown, listed or unlisted, that may result from my voluntary participation in PITZER COLLEGE ORIENTATION ADVENTURE activities or in activities related to such activities, regardless of the cause of the injury.

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Continued: **ASSUMPTION OF INJURY RISKS AND AGREEMENT FOR VOLUNTARY PARTICIPATION IN
PITZER COLLEGE ORIENTATION ADVENTURE**

I acknowledge my responsibility to acquire health insurance coverage sufficient to provide for all medical or dental services and/or equipment related to regarding any injury, minor or catastrophic, related to my participation in a PITZER COLLEGE ORIENTATION ADVENTURE, **AND HEREBY CERTIFY** that on the date noted below, I have such insurance coverage in effect.

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In consideration of Pitzer College, its Board of Trustees, its officers, agents and employees permitting me to participate in PITZER COLLEGE ORIENTATION ADVENTURE or related activities, I agree, for myself, my heirs, or my legal representatives, to release Pitzer College, its Board of Trustees, its officers, agents and employees, their trustees, officers, agents, employees, students, participants, guests, spectators, officials or insurers, from any action, claim, or demand that I, my heirs, or my legal representatives have or may have, for any and all personal injuries I may suffer or sustain, regardless of cause or fault, as a result of my voluntary participation in PITZER COLLEGE ORIENTATION ADVENTURE or related activities, on or off campus.

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In consideration of Pitzer College, its Board of Trustees, its officers, agents and employees permitting me to participate in PITZER COLLEGE ORIENTATION ADVENTURE or related activities, I knowingly and intentionally give up any legal right that I, my heirs, or legal representatives have or may have against Pitzer College, its Board of Trustees, its officers, agents and employees, their trustees, officers, agents, employees, students, participants, guests, spectators, officials or insurers, from any action, claim, or demand that I, my heirs, or my legal representatives, have or may suffer or sustain, regardless of cause or fault a result of my voluntary participation in PITZER COLLEGE ORIENTATION ADVENTURE or related activities, on or off campus. I agree further to indemnify Released Parties against any claim by a member of my, or the minor student's, family, a rescuer, another student, or any other person, ailing in whole or part from an injury or other loss suffered by me or caused by me, or by the minor Student, in connection with my, or the minor student's, enrollment or participation in an activity of PITZER COLLEGE ORIENTATION ADVENTURE.

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I knowingly intend my signature on this **Agreement** to be a complete defense to any legal proceeding that may be brought by anyone on their own or on my behalf for any injury I may suffer or sustain as a result of voluntarily participating in a PITZER COLLEGE ORIENTATION ADVENTURE or related activities, and further intend this **Agreement** to be a complete and total release of liability for all negligent acts, failures to act, or breaches of duty owed to me, which result in my personal injury or death as a result of my voluntary participation in a PITZER COLLEGE ORIENTATION ADVENTURE or related activities, on or off campus.

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Continued: **ASSUMPTION OF INJURY RISKS AND AGREEMENT FOR VOLUNTARY PARTICIPATION IN
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Any dispute between me, or the minor student, and PITZER COLLEGE ORIENTATION ADVENTURE will be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of California, and any mediation or suit shall occur or be filed only in the State of California.

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If any part of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

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I CERTIFY that I am 18 years of age or older, that I am legally competent and capable of executing this Agreement on my behalf, that I have read the foregoing and have made a conscious decision to sign it of my own free will.

STUDENT: _____
(if student is at least 18 years of age)

SIGNATURE: _____ **DATE** _____

**PARENT/
GUARDIAN** _____
(if student is under 18 years of age*)

SIGNATURE: _____ **DATE** _____

**PARENT/
GUARDIAN** _____
(if student is under 18 years of age*)

SIGNATURE: _____ **DATE** _____

*If a student is under 18 years of age we prefer that all parents and/or legal guardians are able to review and sign all pertinent forms.