

**Assumption of Risk, Waiver of Liability and Claims and Indemnity**  
**Agreement**  
**For**  
**EWU CHALLENGE COURSE**

I, \_\_\_\_\_, hereby acknowledge and certify that this is a legally binding Assumption of Risk, Waiver of Liability and Claims, and Indemnity Agreement (hereinafter "Release Agreement") made by participant.

FOR AND IN CONSIDERATION of being permitted to participate in The Eastern Washington University Challenge Course Program (hereinafter EWU CC Program) I, my heirs, assigns, or other successors in interest, do hereby release and forever discharge Eastern Washington University, the State of Washington and its officers, agents, employees, agencies and departments (hereinafter collectively referred to as the "Releasees") from any and all liability, claims, demands, damages, actions and causes of action of any nature whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by participant or any property belonging to participant while participating in EWU CC Program, or while in, on or upon the premises where the activity is being conducted, including if such injury or damage is due to the negligence of EWU and its employees.

I AM FULLY AWARE AND UNDERSTAND THAT THE EWU CC PROGRAM INVOLVES INHERENTLY DANGEROUS ACTIVITIES regardless of safety precautions to reduce the risk. The EWU CC program involves a variety of activities that often include warm-ups, games, group initiatives, trust falls, low and high challenge course elements, climbing challenges, and other rigorous physical activities. The Challenge Course is a series of cables, ropes, obstacles and/or wooden boards stretched between or attached to trees or other support systems, which provide different challenges for the participant in the form of low and high elements. Many of these activities require the use of props such as logs, wooden boards, ropes and blocks.

I VOLUNTARILY AGREE TO ENGAGE IN THESE ACTIVITIES. I understand that the degree and extent of participation remains my choice, based on what I can comfortably and willingly risk. I understand that a philosophy of "Challenge By Choice" has been adopted by the EWU CC program to insure my complete control of my own level of participation. I further understand that it is my responsibility to inform the group of my choice, and tell the group if I perceive pressure to participate.

I VOLUNTARILY AND KNOWINGLY ASSUME ANY AND ALL RISKS, both known and unknown, including that I may suffer serious emotional or physical injury or disability, or even death, as a result thereof, and that I assume full responsibility for my participation with full knowledge that the activity may be hazardous to me or my property. In the event that I observe any unusual or significant hazards during my presence or participation, I will immediately notify

the nearest official and remove myself from participation in this activity. I am fully aware that this event is not part of any University academic program or required/related to the fulfillment of any obligations toward obtaining a degree or certificate from the University and that my participation in the activities is completely voluntary.

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL COSTS ASSOCIATED WITH LOSS OR DAMAGE TO PROPERTY OR PERSONAL INJURY, INCLUDING DEATH that I may sustain as a result of being engaged in this activity. I certify I have adequate insurance to cover any injury or damage that I may suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I recognize and acknowledge that Releasees do not provide any medical, hospital or property insurance to cover my participation in this activity. I further certify that I am in good health, and have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I AGREE TO INDEMNIFY AND SAVE HARMLESS the Releasees from all loss, damage and expense of any kind or character, including but not limited to those caused by a third party, arising out of injury, death, damage or loss sustained by me due to involvement in this activity. Should EWU, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold such harmless for all fees and costs.

IN SIGNING THIS RELEASE, I CERTIFY THAT I AM COMPETENT TO SIGN, AND REPRESENT THAT I HAVE COMPLETELY READ AND FULLY UNDERSTOOD AND VOLUNTARILY ACCEPT THE TERMS OF THIS RELEASE. I FURTHER ACKNOWLEDGE THAT BY VIRTUE OF SIGNING THIS AGREEMENT THAT I FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND THAT MY SIGNATURE IS VOLUNTARY AND WITHOUT INDUCEMENT.

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(Print Name of Participant)

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(Signature of Participant)

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(Date)

FOR PARTICIPANTS OF MINOR AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do herewith consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns and next of kin. I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in the EWU CC program.

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(Print Name of Parent/Guardian)

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(Signature of Parent/Guardian)

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(Date)